

# EXHIBIT 5

BRIAN J. STRETCH (CABN 163973)  
United States Attorney

DAVID R. CALLAWAY (CABN 121782)  
Chief, Criminal Division

ROBERT S. LEACH (CABN 196191)  
ADAM A. REEVES (NYBN 2363877)  
Assistant United States Attorneys

450 Golden Gate Avenue, Box 36055  
San Francisco, California 94102-3495  
Telephone: (415) 436-7534  
Fax: (415) 436-7234  
[Robert.Leach@usdoj.gov](mailto:Robert.Leach@usdoj.gov)  
[Adam.Reeves@usdoj.gov](mailto:Adam.Reeves@usdoj.gov)

Attorneys for United States of America

**ORIGINAL  
FILED**

JUN - 7 2016

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE GRAND JURY INVESTIGATION  
NO. 2012R02242,

) Case No. CR 14-90491 MISC EMC

) **UNDER SEAL**

) DECLARATION OF AUSA ROBERT S.  
) LEACH IN SUPPORT OF THE  
) UNITED STATES' *EX PARTE*  
) APPLICATION FOR AN ORDER  
) SUSPENDING THE RUNNING OF  
) THE STATUTE OF LIMITATIONS  
) PURSUANT TO 18 U.S.C. § 3292

I, Robert S. Leach, state the following:

1. I am an Assistant United States Attorney for the Northern District of California. I am one of the prosecutors assigned to this case. I submit this declaration in support of the United States' *Ex Parte* Application for an Order Suspending the Running of the Statute of Limitations Pursuant to 18 U.S.C. § 3292, filed concurrently.

2. A grand jury in this district is conducting an investigation of former senior officers of Autonomy Corporation plc ("Autonomy"), including former Chief Executive Officer Michael Lynch, former Chief Financial Officer Sushovan Hussain, former Vice President of Finance Stephen

LEACH DECL. RE EX PARTE APPLIC. RE STATUTE OF LIMITATIONS  
CASE No. CR-14-90491MISC EMC

1 Chamberlain, and former Chief Operating Officer and General Counsel Andrew Kanter, for the  
 2 following possible criminal offenses: 15 U.S.C. §§ 78j(b) & 78ff (securities fraud), 18 U.S.C. § 371  
 3 (conspiracy), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1348 (securities  
 4 fraud), and 18 U.S.C. § 1349 (attempt and conspiracy). To date, no indictment has been returned.

#### 5 The Investigation

6 3. The following information is to the best of my knowledge and belief and is based on  
 7 information provided to me by federal law enforcement officers, information obtained in connection  
 8 with the investigation, and my review of documents and testimony relevant to this investigation,  
 9 including the documents attached hereto.

10 4. Autonomy was a software developer with dual headquarters in the United Kingdom and  
 11 San Francisco, California. Prior to October 2011, Autonomy was a publicly traded company whose  
 12 shares were listed on the London Stock Exchange. Autonomy issued quarterly and annual financial  
 13 statements that were disseminated to the public by means of interstate and foreign wires. In or about  
 14 October 2011, Hewlett-Packard Company ("HP"), headquartered in Palo Alto, California, bought  
 15 Autonomy for approximately \$11 billion.<sup>1</sup> HP acquired Autonomy by means of a cash offer by its  
 16 wholly owned subsidiary, Hewlett-Packard Vision B.V. ("HP Vision"), to buy the outstanding shares of  
 17 Autonomy for £25.50 (\$42.11) per share. Among other things, the grand jury is investigating whether  
 18 executives at Autonomy fraudulently inflated Autonomy's revenues in its financial statements and made  
 19 false and misleading statements to HP to induce it to buy Autonomy.

20 5. In its publicly disseminated financial statements, Autonomy claimed that its financial  
 21 statements were prepared in accordance with International Financial Reporting Standards ("IFRS").  
 22 Attached to this declaration as Exhibit A is a true and correct copy of International Accounting Standard  
 23 18 *Revenue*. Among other things, the grand jury is investigating whether executives at Autonomy  
 24 fraudulently inflated Autonomy's alleged revenue by improperly recording revenue on software sales in  
 25  
 26

27 <sup>1</sup> In or around 2015, HP changed its name to "HP Inc." and spun out "Hewlett Packard Enterprise  
 28 Company" as a new company. For ease of reference, I refer to all three entities as HP.

1 violation of certain criteria in IFRS. The grand jury is also investigating whether executives at  
2 Autonomy concealed from HP substantial sales of third-party computer hardware.

3 6. Attached as Exhibit B is a true and correct copy of HP-SEC-01661598-625, titled "Capita  
4 Registrars Limited and Hewlett-Packard Vision B.V. Agreement for the Provision of Receiving Agent  
5 Services Relating to the Acquisition of Autonomy Corporation plc," which was produced to the  
6 government by HP.

7 7. Attached as Exhibit C is a true and correct copy of HP-SEC-01662046-070, an e-mail  
8 regarding "Exercise of Autonomy Options Under HP offer," which was produced to the government by  
9 HP.

10 8. Attached as Exhibit D is a true and correct copy of HP-SEC-01661629-131, a letter dated  
11 October 4, 2011, which was produced to the government by HP.

12 9. Attached as Exhibit E is a true and correct copy of HP-SEC-00669637-638, an e-mail  
13 dated July 30, 2011, which was produced by HP and reflects that Hussain's cellphone was  
14 [REDACTED] 7012.

15 10. Attached as Exhibit F is a true and correct copy of CITI007142-7146, an e-mail dated  
16 July 21, 2010, which I understand was produced by Citibank and reflects Hussain's cellphone was  
17 [REDACTED] 9540.

18 11. Attached as Exhibit G is a true and correct copy of a letter to me and AUSA Adam A.  
19 Reeves dated February 10, 2016, from counsel to HP.

20 12. Attached as Exhibit H is a true and correct copy of HP-SEC-01649854-855, an e-mail  
21 dated April 23, 2010, which was produced by HP.

22 13. Attached as Exhibit I is a true and correct copy of HP-SEC-01650576-577, an e-mail  
23 dated June 15, 2010, which was produced by HP.

24 14. Attached as Exhibit J is a true and correct copy of HP-SEC-01650413-414, an e-mail  
25 dated March 12, 2010, which was produced by HP.

26 15. Attached as Exhibit K is a true and correct copy of HP-SEC-01650403-404, a UBS Sale  
27 Instruction Form that appears to be signed by Kanter, which was produced by HP.

16. Attached as Exhibit L is a true and correct copy of HP-SEC-01662036, titled "List of Irrevocable Undertakings Autonomy Corporation plc," which was produced by HP.

17. During the investigation, the United States received information from authorities in the United Kingdom that, as of March 2013, Lynch held an account at Credit Suisse AG in London; that Angela Bacares held Account number [REDACTED] at HSBC plc; and that Lynch held at J.P. Morgan International Bank Limited in the United Kingdom Account numbers [REDACTED], [REDACTED], [REDACTED], and [REDACTED]. I understand that Bacares is Lynch's wife and at certain times was an Autonomy employee.

18. During the investigation, the United States received information from authorities in the Bailiwick of Guernsey and the United Kingdom that, in 2008, Lynch and Bacares each established accounts with Merrill Lynch Portfolio Managers Limited, which was acquired by the Julius Baer group of companies in or around July 2013. The United States received information that the assets were transferred to account or relationship number [REDACTED] held by Lynch and account or relationship number [REDACTED] held by Bacares.


### The Official Request

19. On January 29, 2016, the Office of International Affairs of the Department of Justice submitted a Request for Assistance in the Investigation of Autonomy Corporation to the Central Authority of the United Kingdom (the "UK MLAT"). A true and correct copy of the UK MLAT and the transmittal letter are attached as Exhibit M. The United Kingdom has not yet produced documents in response to the UK MLAT.

20. Attached as Exhibit N is a true and correct copy of the Court's January 29, 2016 Order Suspending the Running of the Statute of Limitations Under 18 U.S.C. § 3292.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 7, 2016

  
ROBERT S. LEACH  
Assistant United States Attorney

# EXHIBIT A

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EN – EU IAS 18

## International Accounting Standard 18

### Revenue

#### Objective

Income is defined in the *Framework for the Preparation and Presentation of Financial Statements* as increases in economic benefits during the accounting period in the form of inflows or enhancements of assets or decreases of liabilities that result in increases in equity, other than those relating to contributions from equity participants. Income encompasses both revenue and gains. Revenue is income that arises in the course of ordinary activities of an entity and is referred to by a variety of different names including sales, fees, interest, dividends and royalties. The objective of this Standard is to prescribe the accounting treatment of revenue arising from certain types of transactions and events.

The primary issue in accounting for revenue is determining when to recognise revenue. Revenue is recognised when it is probable that future economic benefits will flow to the entity and these benefits can be measured reliably. This Standard identifies the circumstances in which these criteria will be met and therefore, revenue will be recognised. It also provides practical guidance on the application of these criteria.

#### Scope

- 1 This Standard shall be applied in accounting for revenue arising from the following transactions and events:
  - (a) the sale of goods;
  - (b) the rendering of services; and
  - (c) the use by others of entity assets yielding interest, royalties and dividends.
- 2 This Standard supersedes IAS 18 *Revenue Recognition* approved in 1982.
- 3 Goods includes goods produced by the entity for the purpose of sale and goods purchased for resale, such as merchandise purchased by a retailer or land and other property held for resale.
- 4 The rendering of services typically involves the performance by the entity of a contractually agreed task over an agreed period of time. The services may be rendered within a single period or over more than one period. Some contracts for the rendering of services are directly related to construction contracts, for example, those for the services of project managers and architects. Revenue arising from these contracts is not dealt with in this Standard but is dealt with in accordance with the requirements for construction contracts as specified in IAS 11 *Construction Contracts*.
- 5 The use by others of entity assets gives rise to revenue in the form of:
  - (a) interest—charges for the use of cash or cash equivalents or amounts due to the entity;
  - (b) royalties—charges for the use of long-term assets of the entity, for example, patents, trademarks, copyrights and computer software; and
  - (c) dividends—distributions of profits to holders of equity investments in proportion to their holdings of a particular class of capital.
- 6 This Standard does not deal with revenue arising from:
  - (a) lease agreements (see IAS 17 *Leases*);
  - (b) dividends arising from investments which are accounted for under the equity method (see IAS 28 *Investments in Associates*);

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- (c) insurance contracts within the scope of IFRS 4 *Insurance Contracts*;
- (d) changes in the fair value of financial assets and financial liabilities or their disposal (see IAS 39 *Financial Instruments: Recognition and Measurement*);
- (e) changes in the value of other current assets;
- (f) initial recognition and from changes in the fair value of biological assets related to agricultural activity (see IAS 41 *Agriculture*);
- (g) initial recognition of agricultural produce (see IAS 41); and
- (h) the extraction of mineral ores.

## Definitions

- 7 The following terms are used in this Standard with the meanings specified:

**Revenue** is the gross inflow of economic benefits during the period arising in the course of the ordinary activities of an entity when those inflows result in increases in equity, other than increases relating to contributions from equity participants.

**Fair value** is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

- 8 Revenue includes only the gross inflows of economic benefits received and receivable by the entity on its own account. Amounts collected on behalf of third parties such as sales taxes, goods and services taxes and value added taxes are not economic benefits which flow to the entity and do not result in increases in equity. Therefore, they are excluded from revenue. Similarly, in an agency relationship, the gross inflows of economic benefits include amounts collected on behalf of the principal and which do not result in increases in equity for the entity. The amounts collected on behalf of the principal are not revenue. Instead, revenue is the amount of commission.

## Measurement of revenue

- 9 Revenue shall be measured at the fair value of the consideration received or receivable.

- 10 The amount of revenue arising on a transaction is usually determined by agreement between the entity and the buyer or user of the asset. It is measured at the fair value of the consideration received or receivable taking into account the amount of any trade discounts and volume rebates allowed by the entity.

- 11 In most cases, the consideration is in the form of cash or cash equivalents and the amount of revenue is the amount of cash or cash equivalents received or receivable. However, when the inflow of cash or cash equivalents is deferred, the fair value of the consideration may be less than the nominal amount of cash received or receivable. For example, an entity may provide interest free credit to the buyer or accept a note receivable bearing a below-market interest rate from the buyer as consideration for the sale of goods. When the arrangement effectively constitutes a financing transaction, the fair value of the consideration is determined by discounting all future receipts using an imputed rate of interest. The imputed rate of interest is the more clearly determinable of either:

- (a) the prevailing rate for a similar instrument of an issuer with a similar credit rating; or
- (b) a rate of interest that discounts the nominal amount of the instrument to the current cash sales price of the goods or services.

The difference between the fair value and the nominal amount of the consideration is recognised as interest revenue in accordance with paragraphs 29 and 30 and in accordance with IAS 39.

See also SIC-31 *Revenue Barter Transactions Involving Advertising Services*



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- 12 When goods or services are exchanged or swapped for goods or services which are of a similar nature and value, the exchange is not regarded as a transaction which generates revenue. This is often the case with commodities like oil or milk where suppliers exchange or swap inventories in various locations to fulfil demand on a timely basis in a particular location. When goods are sold or services are rendered in exchange for dissimilar goods or services, the exchange is regarded as a transaction which generates revenue. The revenue is measured at the fair value of the goods or services received, adjusted by the amount of any cash or cash equivalents transferred. When the fair value of the goods or services received cannot be measured reliably, the revenue is measured at the fair value of the goods or services given up, adjusted by the amount of any cash or cash equivalents transferred.

### **Identification of the transaction**

- 13 The recognition criteria in this Standard are usually applied separately to each transaction. However, in certain circumstances, it is necessary to apply the recognition criteria to the separately identifiable components of a single transaction in order to reflect the substance of the transaction. For example, when the selling price of a product includes an identifiable amount for subsequent servicing, that amount is deferred and recognised as revenue over the period during which the service is performed. Conversely, the recognition criteria are applied to two or more transactions together when they are linked in such a way that the commercial effect cannot be understood without reference to the series of transactions as a whole. For example, an entity may sell goods and, at the same time, enter into a separate agreement to repurchase the goods at a later date, thus negating the substantive effect of the transaction; in such a case, the two transactions are dealt with together.

### **Sale of goods**

- 14 Revenue from the sale of goods shall be recognised when all the following conditions have been satisfied:
- (a) the entity has transferred to the buyer the significant risks and rewards of ownership of the goods;
  - (b) the entity retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
  - (c) the amount of revenue can be measured reliably;
  - (d) it is probable that the economic benefits associated with the transaction will flow to the entity; and
  - (e) the costs incurred or to be incurred in respect of the transaction can be measured reliably.
- 15 The assessment of when an entity has transferred the significant risks and rewards of ownership to the buyer requires an examination of the circumstances of the transaction. In most cases, the transfer of the risks and rewards of ownership coincides with the transfer of the legal title or the passing of possession to the buyer. This is the case for most retail sales. In other cases, the transfer of risks and rewards of ownership occurs at a different time from the transfer of legal title or the passing of possession.
- 16 If the entity retains significant risks of ownership, the transaction is not a sale and revenue is not recognised. An entity may retain a significant risk of ownership in a number of ways. Examples of situations in which the entity may retain the significant risks and rewards of ownership are:
- (a) when the entity retains an obligation for unsatisfactory performance not covered by normal warranty provisions;
  - (b) when the receipt of the revenue from a particular sale is contingent on the derivation of revenue by the buyer from its sale of the goods;
  - (c) when the goods are shipped subject to installation and the installation is a significant part of the contract which has not yet been completed by the entity; and

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- (d) when the buyer has the right to rescind the purchase for a reason specified in the sales contract and the entity is uncertain about the probability of return.
- 17 If an entity retains only an insignificant risk of ownership, the transaction is a sale and revenue is recognised. For example, a seller may retain the legal title to the goods solely to protect the collectibility of the amount due. In such a case, if the entity has transferred the significant risks and rewards of ownership, the transaction is a sale and revenue is recognised. Another example of an entity retaining only an insignificant risk of ownership may be a retail sale when a refund is offered if the customer is not satisfied. Revenue in such cases is recognised at the time of sale provided the seller can reliably estimate future returns and recognises a liability for returns based on previous experience and other relevant factors.
- 18 Revenue is recognised only when it is probable that the economic benefits associated with the transaction will flow to the entity. In some cases, this may not be probable until the consideration is received or until an uncertainty is removed. For example, it may be uncertain that a foreign governmental authority will grant permission to remit the consideration from a sale in a foreign country. When the permission is granted, the uncertainty is removed and revenue is recognised. However, when an uncertainty arises about the collectibility of an amount already included in revenue, the uncollectible amount or the amount in respect of which recovery has ceased to be probable is recognised as an expense, rather than as an adjustment of the amount of revenue originally recognised.
- 19 Revenue and expenses that relate to the same transaction or other event are recognised simultaneously; this process is commonly referred to as the matching of revenues and expenses. Expenses, including warranties and other costs to be incurred after the shipment of the goods can normally be measured reliably when the other conditions for the recognition of revenue have been satisfied. However, revenue cannot be recognised when the expenses cannot be measured reliably; in such circumstances, any consideration already received for the sale of the goods is recognised as a liability.

### **Rendering of services**

- 20 When the outcome of a transaction involving the rendering of services can be estimated reliably, revenue associated with the transaction shall be recognised by reference to the stage of completion of the transaction at the end of the reporting period. The outcome of a transaction can be estimated reliably when all the following conditions are satisfied:
  - (a) the amount of revenue can be measured reliably;
  - (b) it is probable that the economic benefits associated with the transaction will flow to the entity;
  - (c) the stage of completion of the transaction at the end of the reporting period can be measured reliably; and
  - (d) the costs incurred for the transaction and the costs to complete the transaction can be measured reliably.
- 21 The recognition of revenue by reference to the stage of completion of a transaction is often referred to as the percentage of completion method. Under this method, revenue is recognised in the accounting periods in which the services are rendered. The recognition of revenue on this basis provides useful information on the extent of service activity and performance during a period. IAS 11 also requires the recognition of revenue on this basis. The requirements of that Standard are generally applicable to the recognition of revenue and the associated expenses for a transaction involving the rendering of services.
- 22 Revenue is recognised only when it is probable that the economic benefits associated with the transaction will flow to the entity. However, when an uncertainty arises about the collectibility of an amount already included in revenue, the uncollectible amount, or the amount in respect of which recovery has ceased to be probable, is recognised as an expense, rather than as an adjustment of the amount of revenue originally recognised.

*See also SIC-27 Evaluating the Substance of Transactions in the Legal Form of a Lease and SIC-31 Revenue Barter Transactions Involving Advertising Services*

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- 23 An entity is generally able to make reliable estimates after it has agreed to the following with the other parties to the transaction:

- (a) each party's enforceable rights regarding the service to be provided and received by the parties;
- (b) the consideration to be exchanged; and
- (c) the manner and terms of settlement.

It is also usually necessary for the entity to have an effective internal financial budgeting and reporting system. The entity reviews and, when necessary, revises the estimates of revenue as the service is performed. The need for such revisions does not necessarily indicate that the outcome of the transaction cannot be estimated reliably.

- 24 The stage of completion of a transaction may be determined by a variety of methods. An entity uses the method that measures reliably the services performed. Depending on the nature of the transaction, the methods may include:

- (a) surveys of work performed;
- (b) services performed to date as a percentage of total services to be performed; or
- (c) the proportion that costs incurred to date bear to the estimated total costs of the transaction. Only costs that reflect services performed to date are included in costs incurred to date. Only costs that reflect services performed or to be performed are included in the estimated total costs of the transaction.

Progress payments and advances received from customers often do not reflect the services performed.

- 25 For practical purposes, when services are performed by an indeterminate number of acts over a specified period of time, revenue is recognised on a straight-line basis over the specified period unless there is evidence that some other method better represents the stage of completion. When a specific act is much more significant than any other acts, the recognition of revenue is postponed until the significant act is executed.

- 26 **When the outcome of the transaction involving the rendering of services cannot be estimated reliably, revenue shall be recognised only to the extent of the expenses recognised that are recoverable.**

- 27 During the early stages of a transaction, it is often the case that the outcome of the transaction cannot be estimated reliably. Nevertheless, it may be probable that the entity will recover the transaction costs incurred. Therefore, revenue is recognised only to the extent of costs incurred that are expected to be recoverable. As the outcome of the transaction cannot be estimated reliably, no profit is recognised.

- 28 When the outcome of a transaction cannot be estimated reliably and it is not probable that the costs incurred will be recovered, revenue is not recognised and the costs incurred are recognised as an expense. When the uncertainties that prevented the outcome of the contract being estimated reliably no longer exist, revenue is recognised in accordance with paragraph 20 rather than in accordance with paragraph 26.

### **Interest, royalties and dividends**

- 29 Revenue arising from the use by others of entity assets yielding interest, royalties and dividends shall be recognised on the bases set out in paragraph 30 when:

- (a) it is probable that the economic benefits associated with the transaction will flow to the entity; and
- (b) the amount of the revenue can be measured reliably.

- 30 Revenue shall be recognised on the following bases:

- (a) interest shall be recognised using the effective interest method as set out in IAS 39, paragraphs 9 and AG5-AG8;

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- (b) royalties shall be recognised on an accrual basis in accordance with the substance of the relevant agreement; and
  - (c) dividends shall be recognised when the shareholder's right to receive payment is established.
- 31 [Deleted]
- 32 When unpaid interest has accrued before the acquisition of an interest-bearing investment, the subsequent receipt of interest is allocated between pre-acquisition and post-acquisition periods; only the post-acquisition portion is recognised as revenue.
- 33 Royalties accrue in accordance with the terms of the relevant agreement and are usually recognised on that basis unless, having regard to the substance of the agreement, it is more appropriate to recognise revenue on some other systematic and rational basis.
- 34 Revenue is recognised only when it is probable that the economic benefits associated with the transaction will flow to the entity. However, when an uncertainty arises about the collectibility of an amount already included in revenue, the uncollectible amount, or the amount in respect of which recovery has ceased to be probable, is recognised as an expense, rather than as an adjustment of the amount of revenue originally recognised.

## Disclosure

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- 35 An entity shall disclose:
- (a) the accounting policies adopted for the recognition of revenue, including the methods adopted to determine the stage of completion of transactions involving the rendering of services;
  - (b) the amount of each significant category of revenue recognised during the period, including revenue arising from:
    - (i) the sale of goods;
    - (ii) the rendering of services;
    - (iii) interest;
    - (iv) royalties;
    - (v) dividends; and
  - (c) the amount of revenue arising from exchanges of goods or services included in each significant category of revenue.
- 36 An entity discloses any contingent liabilities and contingent assets in accordance with IAS 37 *Provisions, Contingent Liabilities and Contingent Assets*. Contingent liabilities and contingent assets may arise from items such as warranty costs, claims, penalties or possible losses.

## Effective date

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- 37 This Standard becomes operative for financial statements covering periods beginning on or after 1 January 1995.
- 38 Cost of an Investment in a Subsidiary, Jointly Controlled Entity or Associate (Amendments to IFRS 1 First-time Adoption of International Financial Reporting Standards and IAS 27 Consolidated and Separate Financial Statements), issued in May 2008, amended paragraph 32. An entity shall apply that amendment prospectively for annual periods beginning on or after 1 January 2009. Earlier application is permitted. If an entity applies the related amendments in paragraphs 4 and 38A of IAS 27 for an earlier period, it shall apply the amendment in paragraph 32 at the same time.

# EXHIBIT B

# **CAPITA REGISTRARS**

**CAPITA REGISTRARS LIMITED**

**AND**

**HEWLETT-PACKARD VISION B.V.**

**AGREEMENT  
FOR THE PROVISION OF  
RECEIVING AGENT SERVICES**

**RELATING TO THE ACQUISITION OF  
AUTONOMY CORPORATION PLC**

Receiving Agent Agreement v3.2

Capita Registrars Limited  
Registered Office: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU.  
Registered in England No. 2605568. VAT No. 618184140.

FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01661598

USAO 00002468

**DATE:** 19 August 2011

**PARTIES:**

- (1) **Capita Registrars Limited**, a company registered in England with registered number 2605568 and having its registered office situated at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU ("Capita"); and
- (2) **Hewlett-Packard Vision B.V.**, incorporated in The Netherlands a with registered number 53342577 and having its registered office situated at Startbaan 16, 1187 XR Amstelveen, The Netherlands (the "Offeror"),

each a "party" and together the "parties".

**BACKGROUND:**

- A. Capita is in the business of providing receiving agent services.
- B. The Offeror has made the Offer to acquire the entire share capital of the Offeree.
- C. The Offeror now wishes to appoint Capita as its receiving agent in connection with the Offer to provide, or procure the provision of, the Services, on the terms and conditions set out below.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the context otherwise requires, when used herein, the following words and expressions shall have the meanings ascribed below:

<b>"Affiliate"</b>	means, in respect of a party, any company which is a direct or indirect "holding company" or "subsidiary" of that party or the direct or indirect "subsidiary" of such "holding company", as such terms are defined in section 1159 of the Companies Act 2006;
<b>"Agreement"</b>	means this agreement and all Schedules attached to it;
<b>"CREST"</b>	means the computer based system for the transfer of uncertificated securities operated by Euroclear UK & Ireland;

<b>"Effective Date"</b>	means the date of this Agreement;
<b>"Euroclear UK &amp; Ireland"</b>	means Euroclear UK & Ireland Limited (a subsidiary of Euroclear SA), which operates CREST;
<b>"Fees"</b>	means the fees and charges set out in the Fee Schedule as amended from time to time;
<b>"Fee Schedule"</b>	means the Fee Schedule attached hereto as Schedule 2 or such replacement Fee Schedule issued pursuant to clauses 5 or 6, from time to time;
<b>"Forms of Acceptance"</b>	means the forms of acceptance to be posted to Offeree Shareholders under the terms of the Offer;
<b>"Information Rights Register"</b>	means a register maintained by or on behalf of the Offeree of persons nominated to enjoy information rights pursuant to the Companies Act 2006;
<b>"Offer"</b>	means the offer by the Offeror;
<b>"Offer Document"</b>	means the offer document dated on or about 22 August 2011;
<b>"Offer Period"</b>	means the period from the Effective Date to the last date on which the Offer is capable of acceptance;
<b>"Offeree"</b>	means Autonomy Corporation Plc;



**"Offeree Shareholders"** means the shareholders of the Offeree and shall include where the shares are held jointly, each joint holder of the relevant shares and the duly authorised representative of any shareholder;

**"Persons with Information Rights"** means persons specified on the copy Information Rights Register provided to Capita by the Offeree;

**"Services"** means the services to be provided by Capita, as set out in the Services Schedule attached hereto as Schedule 1 or such replacement Services Schedule issued pursuant to clause 5, from time to time.

- 1.2 Terms not otherwise defined in this Agreement shall have the same meaning given to them in the Offer Document.
- 1.3 References in this Agreement to a **"clause"** or **"Schedule"** shall mean a clause, or Schedule, of this Agreement. References to legislation, regulations, orders or rules shall mean such legislation, regulations, orders or rules, as amended from time to time or any replacement legislation, regulations, orders or rules, from time to time.
- 1.4 Any reference in this Agreement to a **"day"** means a business day, which is not a Saturday or Sunday and on which the London Stock Exchange is open for business.
- 1.5 Clause headings are for convenience only and do not affect the interpretation of this Agreement.

## **2. APPOINTMENT AND CAPITA'S DUTIES**

### **2.1 Capita's appointment**

From the Effective Date, the Offeror appoints Capita, which accepts such appointment, to be receiving agent and escrow agent in respect of the Offer to provide the Services on the terms and conditions set out in this Agreement.

## 2.2 Performance standards

Capita shall use all reasonable skill and care in the performance of its obligations under this Agreement and shall maintain all necessary authorisations and other approvals in compliance with all applicable statutory, legal, and regulatory requirements in force in England ("**Regulatory Requirements**") for the provision of the Services.

## 2.3 Proper Instructions

- (a) Capita shall accept, and shall be entitled to act upon, proper and reasonable instructions in relation to the Services, which may be given to Capita from time to time, as described in this clause ("**Proper Instructions**").
- (b) Proper Instructions shall, for the purposes of this Agreement, mean written, emailed, facsimiled or any other electronic instructions in respect of the Services issued or purported to be issued by any person(s) authorised by the Offeror (including, but not limited to, the Offeror's corporate advisers/brokers, solicitors or principal registrar, where relevant). When acting pursuant to Proper Instructions, Capita shall not be under any duty to make any enquiry as to the genuineness or authenticity of such instructions so long as the instructions reasonably appear to be genuine and authentic and do not contain any manifest error on their face. The Company shall indemnify Capita for any liabilities it may suffer in connection with any change to the acceptance criteria or to the terms of the Offer after the Offer Document is published.
- (c) Where Capita receives evidence of the authority of any person(s) to act under sub-clause (b) above, it will consider such authority in full force and effect until receipt of written notice to the contrary.
- (d) In instances agreed in advance with Capita, Capita may also act pursuant to Proper Instructions given by telephone provided that written confirmation of such instructions is sent to Capita as soon as practicable.

## 2.4 Service continuity

Capita will take all reasonable steps to:

- (a) ensure the continued performance and operational resilience of the Services by means of contingency, back-up and disaster recovery facilities and processes; and

- (b) fully restore the Services as soon as practicable in the event of non-availability or failure of Capita's systems for whatever reason.

#### 2.5 Dissident services

The Offeror agrees to appoint Capita (or an Affiliate of Capita) to administer the register of the Offeree's non-assenting shareholders on its behalf. Such services shall be subject to separate fees and charges to be agreed between the parties at the relevant time. The Offeror agrees that Capita may transmit the details of such non-assenting shareholders to its Affiliate, Capita Tracing Solutions Limited, so that Capita Tracing Solutions Limited may carry out an asset reunification program on an exclusive basis to try to locate the relevant non-assenting shareholders, provided that such program shall be at no cost to the Offeror.

### 3. THE OFFEROR'S DUTIES

#### 3.1 Information and assistance

The Offeror undertakes to perform this Agreement in compliance with all the Regulatory Requirements applicable to it, including its Articles, and to:

- (a) give such information or assistance as shall be reasonably necessary to enable Capita to perform its obligations under this Agreement;
- (b) promptly provide and/or instruct any third parties (including but not limited to, where relevant, corporate advisers/brokers, solicitors, Euroclear UK & Ireland, the Offeree's principal registrar and/or former registrar, as applicable) to provide such information, records and other materials as Capita may, from time to time, request to enable it to perform the Services;
- (c) inform Capita of any treasury shares as defined in section 724(5) of the Companies Act 2006, acquired by the Offeree, if applicable to the provision of the Services by Capita;
- (d) furnish Capita with draft copies of the documents to be issued to Offeree Shareholders in order that Capita shall have sufficient and reasonable time to review and comment on such documents prior to publication;

- (e) instruct its printers or mailing house to provide Capita with, by no later than the date of publication of the Offer Document, sufficient copies of the Offer Document in hard copy to meet requests for copies of such documents; and
- (f) ensure that any shareholder forms relating to the Services that are published on a website of the Company or an Affiliate and are capable of being downloaded, are clearly marked as "void" or "specimen" or otherwise clearly marked to indicate that they may not be used in connection with the Services.

The Offeror acknowledges that Capita will need to liaise (where applicable) with the Offeree's corporate nominee or depository (the "**Nominee**") prior to the Effective Date in connection with the provision of the Services. The Offeror authorises Capita to contact the Nominee directly in connection with the provision of the Services both before and after the Effective Date and shall procure that the Nominee promptly provides all reasonable assistance to Capita as it may require to assist Capita in providing the Services.

### 3.2 Due diligence

Capita reserves the right to carry out due diligence on the Offeror under applicable Regulatory Requirements during the term of this Agreement. The Offeror agrees to promptly provide all relevant documentation and information reasonably requested by Capita and the provision of the Services shall be conditional on the Offeror continuing to satisfy all due diligence requirements imposed by the Regulatory Requirements. Where a suitable introduction certificate has been provided to Capita by the Offeror's advisors the amount of such documentation and information is likely to be significantly reduced.

### 3.3 Exclusive appointment

The Offeror shall not instruct any third party to provide, and shall not itself provide, services similar to the Services during the term of this Agreement.

## 4. TERM

- 4 This Agreement shall commence on and from the Effective Date and shall, unless earlier terminated in accordance with clause 14, continue until the completion of the Services.

**5. CHANGE CONTROL PROCEDURE**

- 5.1 Any request by a party to this Agreement (the "**Requesting Party**") for a change to the scope of the Services shall be reasonably considered by the other party (the "**Other Party**"). Both parties, acting reasonably at all times, agree to discuss the proposed change(s) and negotiate any consequential amendments required to this Agreement as a result including, without limitation, the time and costs within which implementation can be achieved and the impact on the Fees from the date of the implementation of the change. Changes required as a result of changes to the Regulatory Requirements shall become effective as soon as practicable following the request from the Requesting Party. No other change to this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- 5.2 All costs of any change caused by changes to the Regulatory Requirements shall be borne by the Offeror. Capita will inform the Offeror of the total costs of any such change.

**6. PAYMENT OF FEES AND EXPENSES**

- 6.1 In consideration for the provision of the Services the Offeror shall pay the Fees to Capita in accordance with the Fee Schedule.
- 6.2 In addition, Capita is entitled to recover from the Offeror all reasonable out of pocket expenses incurred in connection with the Agreement. Out of pocket expenses shall include but not be limited to postage, Euroclear UK & Ireland message and network charges, reports, telephony services, electronic transmission charges, mailing, stationery, banking charges, printing, photocopying, courier expenses, and reasonable travelling expenses incurred in connection with the provision of the Services.
- 6.3 Capita will invoice the Offeror according to the invoice period set out in the Fee Schedule and the Offeror shall pay such invoice according to the payment terms set out in the Fee Schedule.
- 6.4 Capita shall be entitled to charge interest on any amounts owing from the Offeror but which are unpaid, at an annual rate equal to four percent (4%) above the base interest rate established by Capita's main UK bank, from time to time, from the due date until the date of payment in full.
- 6.5 The Offeror agrees that Capita may from time to time require legal advice in connection with the provision of the Services. Capita shall be solely responsible for obtaining any such advice but the reasonable cost of such advice will be chargeable to the Offeror.

- 6.6 The Fees and any expenses or disbursements incurred in connection with the provision of Services are quoted exclusive of any value added tax ("VAT"), which shall be payable by the Offeror in addition thereto (unless an exemption applies).
- 6.7 The parties acknowledge that the Fees for the Services have been calculated taking into account the recoverability of input VAT wholly or partly attributable to the provision of the Services.
- 6.8 Where as a result of any change of law, any new or amended VAT ruling, any new or altered practice or interpretation of H.M. Revenue & Customs ("HMRC") or any Court or tribunal decision (which events shall be referred to individually or collectively as a "Change of Law") Capita revises the Fees to take into account any resulting irrecoverable input VAT or increased recoverable VAT, any resulting increase in the Fees will be payable (plus VAT if applicable) by the Offeror.
- 6.9 Where as a result of any Change of Law the Fees for Services already supplied are deemed, as a result of such change, to have borne an amount in respect of VAT which was not VAT properly due thereon ("Overpaid VAT") and the Offeror requests in writing that Capita seeks a refund of the overpaid VAT from HMRC, Capita shall take the necessary action to claim a refund of the Overpaid VAT to the fullest amount permitted under UK legislation and will remit to the Offeror a sum equal to the amount actually received from HMRC in respect of such claim, less any costs and expenses incurred in relation to the claim.
- 6.10 Capita shall not be required to take any action referred to in clause 6.9 which involves engaging in any litigation or dispute with HMRC or any other tax authority or any third party, and shall not be obliged to take or omit to take any action which it, in its sole discretion, believes is or could be contrary to the interests of its business.
- 6.11 For the avoidance of doubt, save in accordance with clause 6.9, Capita shall have no liability to pay any amount to the Offeror in respect of any Overpaid VAT.

## 7. MATERIAL INTEREST

Capita hereby notifies and discloses that it and its Affiliates:

- (a) undertake similar services to those provided under this Agreement for other companies;

- (b) may act as agent or make arrangements for the Offeror or on its instructions in relation to transactions in which it is also acting for other companies; and
- (c) may from time to time receive and retain remuneration from a third party in consequence of performing its functions under this Agreement.

## **8. CAPITA'S WARRANTIES**

### **8.1 Capita warrants that:**

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to provide the Services; and
- (b) this Agreement is executed by its duly authorised representative with full power and authority to bind Capita.

**8.2** All of the warranties specified in this clause 8 are without prejudice to any other warranties expressed in this Agreement. Each such warranty shall be construed as a separate warranty and shall not be limited or restricted by reference, or inference from, the terms of any other warranty or any other term.

**8.3** Capita acknowledges and agrees that compliance by it with each such warranty shall not relieve it of any of its other obligations under this Agreement.

## **9. OFFEROR'S WARRANTIES**

### **9.1 The Offeror represents, warrants and undertakes to Capita that:**

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement;
- (b) this Agreement is executed by its duly authorised representative with full power and authority; and
- (c) all the responses and information provided to Capita by the Offeree and Offeror (and their advisers, representatives and agents) are true, accurate and not misleading in any material respect; and
- (d) that any shares of the Offeree held in its name or on its behalf, either at the commencement of the Offer Period, or that may subsequently be purchased in its name or on its behalf during the Offer Period and any shares held by it either directly or indirectly that are used for the purposes of the statement required by the final paragraph of Rule



17.1 (Announcement of Acceptance Levels) of the Takeover Code and specifically for inclusion in the Receiving Agent Certificate, do not fall into the category described in Note 8 on Rule 10 (Borrowed shares) of the Takeover Code.

- 9.2 All of the warranties specified in this clause 9 are without prejudice to any other warranties expressed in this Agreement. Each such warranty shall be construed as a separate warranty and shall not be limited or restricted by reference, or inference from, the terms of any other warranty or any other term.
- 9.3 The Offeror acknowledges and agrees that compliance by it with each such warranty shall not relieve it of any of its other obligations under this Agreement.
- 10. LIABILITY**
- 10.1 Subject to clauses 10.2 and 10.3, the aggregate liability of Capita and its Affiliates, or its or their directors, officers, employees, or agents under this Agreement (including, but not limited to, contractual or tortious liability, including negligence, breach of statutory duty, restitution or otherwise) for any damage or other loss howsoever caused arising out of or in connection with this Agreement or the provision of the Services will be limited to the lesser of:
- (a) £250,000; or
  - (b) an amount equal to five (5) times the fee payable to Capita hereunder.
- 10.2 Notwithstanding anything to the contrary in this Agreement (but subject to clause 10.3), neither Capita, or its Affiliates, or any of Capita or its Affiliates' directors, officers, employees, or agents shall have any liability of any type (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise), for any special, incidental, indirect or consequential loss or damages, or direct or indirect loss of profits, opportunity or goodwill, loss of reputation or customers or any other pure economic loss in connection with or arising out of this Agreement or the Services.
- 10.3 Nothing in this clause 10 excludes or limits liability for death or personal injury caused by Capita's negligence, for fraud or any other liability which cannot be excluded by law.



- 10.4 Nothing in this clause 10 shall exclude or limit the right of Capita to recover, or the obligation of the Offeror to pay, any sums due and payable under this Agreement including, without limitation, any Fees.
- 10.5 In the event that Capita relies on the Offeror or any third parties (including but not limited to, where relevant, the Offeree, corporate advisers/brokers, solicitors, Euroclear UK & Ireland or the Offeror's principal and/or former registrar, as applicable) to forward, in a timely manner, documents, materials or information necessary for Capita to conduct the Services or to otherwise cooperate with Capita in order for Capita to perform its obligations, Capita shall not be liable to any party for errors, delays or other consequences arising from such failure.
- 10.6 Where under the Disclosure Rules and Transparency Rules published by the Financial Services Authority ("FSA"), Capita has been appointed to maintain an insider list for the purposes of recording the details of those having access to inside information (the "Insider List") Capita shall use reasonable efforts to update and maintain the Insider List, but shall have no liability whatsoever in respect of any errors in doing so.

#### 11. INDEMNIFICATION

- 11.1 The Offeror shall indemnify, defend and hold harmless Capita and its Affiliates, and its and their directors, officers, employees and agents (each, a "**Capita Indemnified Party**"), from and against any and all losses, damages, liabilities, professional fees (including but not limited to legal fees), court costs, and expenses (collectively "**Losses**") incurred by the Capita Indemnified Party resulting or arising from any breach of the Agreement, and in addition any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement or the Services contemplated herein, except to the extent such Losses are determined to have resulted solely from the fraud or wilful default of the Capita Indemnified Party seeking indemnity under it.
- 11.2 Capita shall give the Offeror prompt notice of any such claim or lawsuit (including a copy of such claim or lawsuit) served upon it and shall fully co-operate with the Offeror and its legal representatives in the investigation of any matter the subject of indemnification. Capita shall not unreasonably withhold its approval of the settlement of any claim, liability, or action covered by this indemnification provision.

**12. CONFIDENTIALITY**

- 12.1 It is understood that during the course of this Agreement, a party (the "**Receiving Party**") may receive or be exposed to data and information that is confidential or proprietary to the other party (the "**Disclosing Party**") or its licensors. All such data and information (including but not limited to, data, documents, methodologies, software, trade secrets, personnel records, business strategies, pricing and financial arrangements and commercial affairs), whether written, machine readable or verbal, made available, disclosed, or otherwise made known to a party and its employees or Affiliates as a result of this Agreement (whether disclosed before, on or after the date of this Agreement) shall be considered confidential and shall be considered the sole property of the Disclosing Party (hereinafter "**Confidential Information**").
- 12.2 The Confidential Information shall be used by the Receiving Party only for purposes of this Agreement. The Receiving Party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the Disclosing Party or the terms of this Agreement to any third party without the prior written consent of the Disclosing Party, except that each party may disclose Confidential Information:
- 12.2.1 to its Affiliates, agents and professional advisers or as necessary in the performance of this Agreement or the Services, provided that such persons are made aware of the confidentiality obligations set out herein; and
  - 12.2.2 to the extent obliged to do so by any Regulatory Requirement, an order of any competent judicial, governmental or regulatory body or the rules of any listing authority or stock exchange on which the party's securities are traded.
- 12.3 The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown, by verifiable written records:
- 12.3.1 to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of this Agreement by the Receiving Party; or
  - 12.3.2 to have been in the possession of or to be known by the Receiving Party prior to its receipt from the Disclosing Party; or

- 12.3.3 to have become available to the Receiving Party from a source other than the Disclosing Party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.
- 12.4 Notwithstanding clauses 12.1 and 12.2, Capita may disclose for marketing purposes the fact that the Offeror is a client of Capita.
- 12.5 The Offeror agrees that Capita may use the Offeror's name and logo to the extent necessary for the purpose of the provision of the Services for the term of this Agreement. The Offeror shall not use the name or logo of Capita in any publicly issued documents, without the prior written consent of Capita.
- 12.6 Neither this Agreement nor the disclosure of Confidential Information by one party to another shall be taken as implying an assignment, licence or transfer to the Receiving Party of patents, know-how, copyright, trade secrets or any other intellectual property rights in the Confidential Information.
- 12.7 The Offeror agrees that Capita may utilise information contained in the Offeree's share register for the purposes of informing the Offeree Shareholders of other services provided by Capita or its Affiliates, and in respect of providing such services.
- 13. DATA PROTECTION**
- 13.1 All parties shall comply at all times with the Data Protection Act 1998 ("DPA") and any regulations made under the DPA.
- 13.2 Capita acknowledges that it holds personal data as a "Data Processor" as defined by the DPA and, in such capacity undertakes that it shall only act on the instructions of the Offeror and in accordance with this Agreement in relation to the processing of any personal data as part of the Services.
- 13.3 The Offeror authorises Capita to use and disclose such personal data as is necessary for the performance of this Agreement and/or the Services, to any person with legal, administrative or regulatory power over Capita in respect of the Services; or Capita's Affiliates who are involved in carrying out functions related to the Services including such Affiliates which are outside of the EEA in countries which do not have similar protections in place regarding the information and its use. Capita shall ensure that any such Affiliates have put in place proper security measures to ensure at least the same level of protection of the personal data as is required under the DPA.

13.4. The Offeror agrees to comply with the obligations of a "Data Controller" as defined in the DPA in respect of all personal data processed under this Agreement and undertakes that:

13.4.1 it has made and shall maintain sufficient registrations and/or notifications under the DPA so that it may control personal data;

13.4.2 it shall provide Capita with details of any material changes to the registrations and notifications referred to in clause 13.4.1; and

13.4.3 it shall ensure that where personal data is supplied to or disclosed to Capita by the Offeror it has made all necessary disclosures to and obtained all consents from the data subjects so that the processing of such personal data by Capita in the manner set out in this Agreement shall fully comply with the DPA.

#### 14. TERMINATION

14.1. Either party may terminate this Agreement:

14.1.1 if the other party commits a material breach of its obligations under this Agreement (including a payment default) which that party has failed to remedy within 14 days of receipt of a written notice to do so from the first party; or

14.1.2 if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

14.2 If this Agreement is terminated, the parties shall promptly meet to prepare a close-out schedule and Capita shall cease performing all work not necessary for the orderly close-out of the Services. The Offeror shall pay Capita the Fees in respect of all work actually performed, and reimburse Capita for all Fees and expenses incurred, including, but not limited to, all non-cancellable costs incurred prior to termination but paid after the termination date. The Offeror shall pay for all actual costs, including time spent by Capita personnel to complete activities associated with the termination and close-out of the Services, including the fulfilment of any Regulatory Requirements, if applicable.

- 14.3 Upon termination of this Agreement and against payment of all sums owing to Capita by the Offeror, all materials and data of the Offeror, regardless of the method of storage or retrieval, shall be delivered to the Offeror in such form as is then in the possession of Capita at the Offeror's risk and expense. Capita, however, reserves the right to retain, at its own cost, and subject to the confidentiality provisions herein, copies of all materials that may be needed to satisfy Regulatory Requirements or resolve disputes regarding the Services, where applicable.

**15. FORCE MAJEURE**

- 15.1 No party will be liable for a delay or failure to carry out any of its obligations under this Agreement to the extent to which this is caused by any event beyond the reasonable control of the relevant party including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, failures of utility or telecommunications supply, accident, breakdown of plant or machinery, fire, flood and storm ("Force Majeure"). Notwithstanding the foregoing, nothing in this Agreement shall excuse a delay or failure to comply with a payment obligation under it.
- 15.2 The party whose performance has been delayed or prevented by Force Majeure shall promptly notify the other party on becoming aware of the Force Majeure and the parties shall take all reasonable steps to overcome and mitigate the effects of Force Majeure by the operation of contingency plans, back-up or disaster recovery or other relevant procedures as soon as reasonably practicable.

**16. ASSIGNMENT AND SUBCONTRACTING**

- 16.1 The parties cannot assign any of their contractual rights and obligations referred to in this Agreement without the prior written consent of the other party, save that Capita may assign its rights and obligations to any of its Affiliates, provided that, in its reasonable opinion, such Affiliate has the necessary expertise and resources to carry out such obligations.
- 16.2 Capita may sub-contract certain aspects of the provision of the Services provided that Capita shall, at all times, remain responsible for the provision of the Services and be liable for all acts and omissions of its sub-contractors to the extent that, had such acts and omissions been of Capita, Capita would have been liable in connection with this Agreement.

**17. GENERAL**

**17.1. Notices**

**17.1.1** Any notice required or permitted to be given under this Agreement shall be sent, in writing, to the address or number set out below or to such other address or number notified in accordance with clause 17.2.2, and shall be deemed given:

- (a) on the date received if delivered personally or by an overnight delivery service;
- (b) two (2) business days after the date of posting if sent by first class post;
- (c) five (5) business days after the date of posting if sent by airmail; or
- (d) upon dispatch if sent by fax.

in the case of Capita to:

Capita Registrars Limited  
The Registry  
34 Beckenham Road  
Beckenham  
Kent  
BR3 4TU

Fax: 020 7901 0197

Attention: The Company Secretary

in the case of the Offeror to:

Hewlett-Packard Vision B.V.  
Startbaan 16  
1187 XR Amstelveen  
The Netherlands

Fax:

Attention: The Company Secretary

**17.1.2** Any party may amend its details for service of notices at any time by written notice.

**17.2 Non-waiver**

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No failure, delay, relaxation or forbearance on the part of any party in exercising any right, power or privilege provided by law or under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any other right, power or privilege under this Agreement or otherwise.

17.3 Entire Agreement and modifications

This Agreement (including the Schedules) sets forth and will constitute the entire agreement between the parties in respect of its subject matter and supersedes all previous agreements (oral or written), negotiations and communications in respect of the same subject matter. It may be amended, varied or modified only in writing, signed by a duly authorised person of each of the parties.

17.4 Contracts (Rights of Third Parties) Act 1999

Any third party referred to in clauses 10 and 11 of this Agreement has the right to enforce such rights under this Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause 17.4, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

17.5 Survival of clauses

The rights and obligations of the parties, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to confidentiality, ownership, indemnification and liability limitations) shall survive the termination of this Agreement.

17.6 Severability

If any provisions herein are found to be illegal or unenforceable on the grounds that they are overly broad or in conflict with applicable laws or policy, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

17.7 No partnership, etc.

The parties acknowledge and agree that nothing in this Agreement or the provision of the Services shall be taken to constitute, create

or imply a joint venture, partnership or formal business association of any kind.

**17.8 Counterparts**

This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

**18. GOVERNING LAW AND JURISDICTION**

This Agreement and any contractual or non-contractual claim or dispute arising out of or in connection with it will in all respects be governed and construed in accordance with the laws of England and all parties submit to the exclusive jurisdiction of the English courts.



This Agreement has been signed by the parties' duly authorised representatives:

For and on behalf of  
Capita Registrars Limited )

Name: GARY ANGUS  
Authorised Signatory

Signed for and on behalf of )  
Hewlett-Packard Vision B.V. )

Name: SERGIO LEZELIA  
Title: Director

In the presence of:

Signature: [Signature]

Name: EMMA WALTON

Title: ATTORNEY

**SCHEDULE 1****THE SERVICES**

In Capita's capacity as receiving agent and escrow agent it shall provide the following Services in connection with the Offer,

1. Provide assistance in the preparation of the Offer documents (including commenting on proofs of, inter alia, the forms of acceptance ("**Forms of Acceptance**") and the Offer Document to be sent to the Offeree Shareholders and, where applicable, to Persons with Information Rights) and in particular in relation to the procedure for acceptance of, and settlement of consideration under, the Offer.
2. Request from the registrars of the Offeree a copy of the register of members (giving details of Offeree Shareholders holding shares in both certificated and uncertificated form) together with a copy of the Information Rights Register at the date of the announcement of the Offer or, such other date as may be agreed between Capita and the Offeror (the "**Copy Register(s)**") and, on a daily basis, to liaise with the said registrars and Euroclear UK & Ireland to the extent necessary and practicable to obtain duplicate register update requests ("**RURs**"), copies of all documents which would lead to a change in the register and any such other information to ensure that information is received to keep the list of holders and, where appropriate, Persons with Information Rights up to date.
3. Make available a file to the appointed printers or mailing house for the purposes of personalising the Forms of Acceptance and despatch of the Offer Document or, where applicable, a website notification letter and Forms of Acceptance.
4. Provide to the appointed printers or mailing house details of Persons with Information Rights for the purposes of despatch of a copy of the Offer Document or, where applicable, a website notification letter.
5. Notify Euroclear UK & Ireland in a timely manner of the details of the Offer for corporate action purposes.
6. During the Offer Period (including any extension thereof):
  - 6.1 Receive from certificated shareholders the Forms of Acceptance in respect of the Offer together with share certificates and/or other documents of title or transfers to escrow ("**TTE**") from CREST holders in accordance with the terms of the Offer and verify such forms or TTE to the Copy Register;
  - 6.2 Maintain an escrow account to which Offeree shares may be transferred by Offeree Shareholders sending a TTE instruction;

- 6.3 Act as escrow agent in respect of the shares transferred to an escrow balance in connection with the acceptances under the Offer in accordance with the facilities and requirements of CREST and in accordance with the provisions of the Offer Document;
- 6.4 Deal with any queries and correspondence arising in relation to the completion of the Forms of Acceptance;
- 6.5 In the event that any Form of Acceptance has been improperly completed or executed, or the share certificate(s) and/or other document(s) of title accompanying such a Form of Acceptance are not in the proper form for transfer (as requested by the instructions set out in the Form of Acceptance) or if in either case some other irregularity in connection with any tender of share certificate(s) and/or other document(s) of title make reasonable enquiries into such irregularity to cause such action to be taken as is necessary and appropriate to correct such irregularity;
- 6.6 Capita shall not be under any duty to give notice of any defects or irregularities in documents and/or CREST instructions received, and will not incur any liability for failure to give any such notice;
- 6.7 Upon request of any Offeree Shareholder, furnish to such person (except for any person in jurisdictions where, under the terms of the Offer, documents may not be sent unless the Offeror previously authorises such furnishing in writing), copies of the Offer Document, any supplements to the Offer Document, Forms of Acceptance, any revisions thereof and the other materials referred to in the Offer Document as being available to Offeree Shareholders provided that the Offeror has supplied Capita with sufficient copies of such documents to meet such requests;
- 6.8 Upon request of any Person with Information Rights, furnish to such person (except for any person in jurisdictions where, under the terms of the Offer, documents may not be sent unless the Offeror previously authorises such furnishing in writing) copies of the Offer Document and any supplements to the Offer Document being made available to Offeree Shareholders provided that the Offeror has supplied Capita with sufficient copies of such documents in hard copy form "marked "For Information Only" to meet such requests in accordance with Rule 19.9 of the Takeover Code;
- 6.9 Obtain, from the registrars of the Offeree, any brokers to the Offeror appointed from time to time or such other persons as the Offeror may designate, transfers, or from Euroclear UK & Ireland, duplicate RURs, in respect of purchases of shares by or on behalf of the Offeror and to verify them to the Copy Register;

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- 6.10 Report to the Offeror with details of all valid acceptances under the Offer received and purchases made, (such reports being made, where appropriate, at an appropriate time of day and containing the relevant information to enable the Offeror to comply in all respects with the requirements of Rule 17 of the Takeover Code);
- 6.11 Ensure that all acceptances and purchases counted as valid meet the requirements set out in Notes 4 and 5 on Rule 10 of the Takeover Code and, if appropriate, Note 6 on Rule 10 of the Takeover Code; and
- 6.12 Issue at the request of the Offeror any certificate complying with Note 7 on Rule 10 of the Takeover Code and to address such certificate to the Offeror.
- 7 Following confirmation that the Offer is declared or becomes unconditional in all respects:
  - 7.1 Effect the processing of the individual Forms of Acceptances and/or TTE Instructions (including, for the avoidance of doubt, acceptances received after the Offer becomes, or is declared, unconditional in all respects) and calculate the actual entitlements due to individual accepting shareholders of the Offeree under the terms of the Offer;
  - 7.2 In the case of Offeree shares in certificated form, calculate the amount of stamp duty or stamp duty reserve tax due on each individual transfer to the Offeror (or such person as it may nominate), prepare for signature by the Offeror or agent appointed by the Offeror for such purpose any and all forms of transfer and/or other such document(s) necessary in order to register transfers of Offeree shares to the Offeror (or such person as it may nominate), to arrange for the stamping of forms of transfer by HMRC (subject to being placed in funds by or on behalf of the Offeror to meet the costs of any stamp duty or stamp duty reserve tax); and to deliver to the registrars of the Offeree valid Forms of Acceptance, and/or such forms of transfer and/or other document(s) in favour of the Offeror (or such person as it may nominate) together with the relevant share certificates or other documents of title so as to receive the resultant share certificate(s) for Offeree shares for onward transmission to the Offeror (or such person as it may nominate);
  - 7.3 In the case of Offeree shares in uncertificated form, make the relevant calculation for stamp duty or stamp duty reserve tax, the arrangements for the payment of stamp duty or stamp duty reserve tax and in addition to do all such things as are necessary to effect the transfer of such shares to the Offeror (or such person as it may nominate) in accordance with the facilities and requirements of CREST (subject to being placed in funds by or on behalf of the

Offeror to meet the costs of any stamp duty or stamp duty reserve tax payable in connection therewith);

- 7.4 Issue to accepting shareholders of the Offeree the consideration and to despatch (subject to being placed in funds by or on behalf of the Offeror), in accordance with the terms of the Offer and within the time periods required by Rule 31.8 of the Takeover Code (subject to the provisions for overseas Offeree Shareholders resident in jurisdictions where documentation in relation to the Offer may not be sent) and the authority contained in the Forms of Acceptance, such consideration due to accepting shareholders of the Offeree under the terms of the Offer, provided that no consideration will be sent to an accepting shareholder until its document(s) of title to the relevant Offeree shares has been received or the relevant TTE has settled; and
- 7.5 Open, maintain and operate a bank account for the purpose of issuing cash entitlements to or, where relevant, crediting member accounts of accepting shareholders of the Offeree and make the relevant payment on being placed in funds by or on behalf of the Offeror.
- 8 Assist in the preparation, in accordance with instructions received from or on behalf of the Offeror, for despatch on the applicable date(s), of notices pursuant to sections 974 to 991 of the Companies Act 2006 and deal with the compulsory acquisition of shares held by non-assenting Offeree Shareholders and, the Offeror agrees to appoint Capita to administer the register of such non-assenting shareholders on its behalf. Such services shall be subject to separate fees and charges to be agreed in a separate agreement signed between Capita and the Offeror at the relevant time.
- 9 If the Offer does not become or is not declared unconditional or lapses, return all share certificates and/or other documents of title together with the appropriate Forms of Acceptance to the persons entitled thereto, within 14 days of the Offer lapsing; or immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days of the lapsing of the Offer) give instructions to Euroclear UK & Ireland to transfer all Offeree shares held in escrow balances and for which we are the escrow agent for the purposes of the Offer to the original available balances of the shareholders concerned, in accordance with the provisions of the Offer Document.
- 10 Receive from any Offeree Shareholder wishing to exercise their withdrawal rights (where permitted under Rule 34 of the Takeover Code) a valid notice of withdrawal and, to return all share certificates and/or other documents of title lodged with the appropriate Form of Acceptance and, where relevant, transfer all Offeree shares held in escrow balances to the original available balances of the Offeree Shareholders concerned.

- 11 Comply in all respects with Appendix 4 to the Takeover Code and to inform and consult with the Offeror and its advisers if we require direct access to the Panel on Takeovers and Mergers.
- 12 Undertake:
  - 12.1 Not to send or distribute any documents (including, without limitation, the Offer Document and the Forms of Acceptance) in or into a jurisdiction where documentation in relation to the Offer may not, under the terms of the Offer, be sent, unless the Offeror previously authorises such sending or distribution in writing; and
  - 12.2 Not to send Forms of Acceptance to Persons with Information Rights; and
  - 12.3 To notify you immediately of any Form of Acceptance which appears to have been executed in, or sent from, a jurisdiction where documentation in relation to the Offer may not, under the terms of the Offer, be sent or which provides an address in any such jurisdiction for the delivery of the consideration under the Offer, or which does not include the warranty relating to overseas shareholders contained in the form of acceptance; or
  - 12.4 To notify you immediately of any Restricted Escrow Transfer.
- 13 In relation to documents received, check by purely visual inspection to see if the same reasonably appear on their face to be genuine. Capita shall not be held responsible if it treats as valid any document, which appears on its face to have been properly completed and executed but which later proves to have been executed fraudulently or otherwise without authority. If Capita is unable to determine the validity of any document reference shall be made to the Offeror, who will make a decision and instruct Capita in writing of the action to be taken.
- 14 Notwithstanding any other clause of this Agreement, or any or deemed term and condition of the Offer, Capita shall only process original duly completed Forms of Acceptance, bearing the original signature(s) of the shareholder(s), which are received by the deadline(s) for the receipt of Forms of Acceptance. Forms of Acceptance delivered by email or facsimile or other electronic transmissions or copies will not be accepted or processed.
- 15 Capita shall not process any Forms of Acceptance received that have been or appear to have been published on and/or downloaded from a website.

- 16 Capita shall not be responsible for any document(s) or notice(s) delivered by or on behalf of an Offeree Shareholder to any address other than the Capita address specified for the delivery of such document(s) or notice(s).

**SCHEDULE 2****FEE SCHEDULE**

The Offeror shall pay Capita's Fees in accordance with the payment schedule below. Capita will invoice the Offeror in arrears. Settlement of our invoice is to be strictly on presentation and payment shall be made into such bank account as Capita shall nominate.

Professional advisory fee (to include a central point of corporate action expertise; liaising with the Offeror's corporate and legal advisers et cetera; undertaking detailed review of the offer documentation; providing specialist guidance and advice on the timetable, offer terms and processes (ensuring adherence to market best practice); assisting in the drafting of forms of acceptance; ensuring key project milestones are achieved; providing Euroclear UK & Ireland with details of the corporate action and/or supporting the Offeror in any application(s) to be made to Euroclear UK & Ireland; undertaking full security reconciliation with CREST (where appropriate); participating in conference calls and/or attending logistics meetings; and project planning).	£200 per hour
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**The above is subject to a separate minimum advisory fee of £2,250**

Cost per Offeree Shareholder/Persons with Information Rights	£5.45 per Shareholder based on the issue of personalised forms of acceptance
Set-up and maintenance of the Copy Registers in accordance with the Takeover Code	£200 set-up fee plus 15p per register update received

**The above are subject to a separate minimum aggregate processing fee of £5,000**



Undertaking the extraction and return of forms of acceptance and share certificates with enclosure letter and/or inputting TFE instructions to return shares held in escrow balances in connection with notices of withdrawal received in accordance with the Takeover Code	£10 per notice of withdrawal and/or ESA message received
Management and facility fee where the consideration settlement cycle is to be a period of five or less business days after the receipt of an acceptance (or any official closing date) under the terms of the offer or, if required by the offeror	£795 per settlement
Opening premises on non-business days (if required by the terms of the Offer and/or the Takeover Code)	£5,000 per day

# EXHIBIT C

**To:** 'Andy Ward'[Andy.Ward@computershare.co.uk]; 'Barke, Carli (Shareholder Services)'[CBarke@capitaregistrars.com]  
**Cc:** '#UK CS BRS Key Account Team - Client Support'[KeyAccountSupportTeam@computershare.co.uk]; 'Andrew Kanter'[andrewk@autonomy.com]  
**From:** Lisa Harris  
**Sent:** Tue 10/4/2011 4:32:03 AM  
**Importance:** Normal  
**Subject:** RE: Exercise of Autonomy Options under HP offer  
exercise by person.xlsx

Hi Andy,

Please find attached the spreadsheet that we discussed.

All these staff are exercising options YESTERDAY 3<sup>rd</sup> October – please issue share certificates BUT DO NOT POST THEM TO THE STAFF – you need to put them into new accounts and let Capita know this information.

Hi Carli – these staff have all accepted HP's offer and are selling these shares to HP for £25.50 – HOWEVER the monies is not to go to the individuals but should all come to Autonomy Corporation Ltd – the total is £126,304,458 and the bank account details are:

A/C name: Autonomy Corporation PLC

A/C number [REDACTED]

Sort code; 20-17-19

Bank: Barclays Bank

St Andrews Street

Cambridge

Many thanks,

LISA HARRIS

Group Financial Controller

( +44 (0) 1223 448011

6 +44 (0) 1223 448040

\* [lisah@autonomy.com](mailto:lisah@autonomy.com)

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**From:** Andy Ward [mailto:Andy.Ward@computershare.co.uk]

**Sent:** 30 September 2011 12:23

**To:** 'Barke, Carli (Shareholder Services)'; Lisa Harris

**Cc:** #UK CS BRS Key Account Team - Client Support

**Subject:** RE: Exercise of Autonomy Options under HP offer

Carli,

I'm sure it won't be a problem this end – I'll speak to our processing team.

Can you confirm the timeframe that you'll need this turned around in?

Thanks

Andy

**From:** Barke, Carli (Shareholder Services) [mailto:CBarke@capitaregistrars.com]  
**Sent:** 30 September 2011 12:19  
**To:** Andy Ward; Lisa Harris  
**Cc:** #UK CS BRS Key Account Team - Client Support  
**Subject:** RE: Exercise of Autonomy Options under HP offer

Andy

We need to block off this allotment in terms of acceptance and payment so will require new accounts to be set up. This should just be a case of using new reference numbers for each account – obviously I do not know how your system works but we use this process (which is not manual) regularly.

Kind regards

**Carli Barke**

Corporate Actions Manager

Capita Registrars

Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU

**T:** +44 (0) 20 8639 2112 | **F:** +44 (0)20 8639 2142 | **E:**  
[cbarke@capitaregistrars.com](mailto:cbarke@capitaregistrars.com)

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---

**From:** Andy Ward [mailto:Andy.Ward@computershare.co.uk]

**Sent:** 30 September 2011 11:18

**To:** 'Lisa Harris'

**Cc:** #UK CS BRS Key Account Team - Client Support; Barke, Carli (Shareholder Services)

**Subject:** RE: Exercise of Autonomy Options under HP offer

Carli,

Please can you clarify why you require us to open new accounts for each individual on the expected list. This will cause a large amount of manual work as we will have to inspect the details of every person listed on the schedule.

Lisa – if there is no option but to check all the records, I am sure you will appreciate the amount of work this will cause my team. As such, there will be additional resource needed and we will levy appropriate charges to bring in additional personnel.

When can we expect the allotment details are when do you require this to be completed?

Kind regards

Andy

**From:** Lisa Harris [mailto:[lisah@autonomy.com](mailto:lisah@autonomy.com)]  
**Sent:** 30 September 2011 11:10  
**To:** Andy Ward  
**Cc:** #UK CS BRS Key Account Team - Client Support; 'Barke, Carli (Shareholder Services)'  
**Subject:** RE: Exercise of Autonomy Options under HP offer

Hi Andy,

I'm afraid have no idea which staff already have accounts – this would be a private matter.

I can confirm that the allotment will all be in one batch – and will be communicated on a spreadsheet – I have attached a draft of the spreadsheet (all with no names), is this going to be enough information for you? Obviously we'll have real names and addresses on the real thing. Do you prefer first name and surname in separate columns?

BTW it's 427 staff not 472 – my typo, sorry.

Many thanks,

LISA HARRIS

Group Financial Controller

( +44 (0) 1223 448011

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\* [lisah@autonomy.com](mailto:lisah@autonomy.com)

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**From:** Andy Ward [mailto:Andy.Ward@computershare.co.uk]  
**Sent:** 30 September 2011 10:06  
**To:** 'Lisa Harris'  
**Cc:** #UK CS BRS Key Account Team - Client Support; 'Barke, Carli (Shareholder Services)'  
**Subject:** RE: Exercise of Autonomy Options under HP offer

Lisa,

This is possible for us to do, however we would need confirmation beforehand of which staff already have accounts and the respective reference numbers. This will need to be provided to us in a spreadsheet so that we can have resource put in place prior to the allotment date(s).

Can you confirm if the allotments will be keyed as a single batch or will they be spread across multiple allotments?

Thanks

Andy



**From:** Lisa Harris [mailto:lisah@autonomy.com]  
**Sent:** 30 September 2011 10:01  
**To:** Andy Ward  
**Cc:** #UK CS BRS Key Account Team - Client Support; 'Barke, Carli (Shareholder Services)'  
**Subject:** FW: Exercise of Autonomy Options under HP offer

Hi Andy,

I have been talking with Cally Greatbanks about the allotment of shares for staff exercising options when the HP offer goes unconditional. Please see below an eMAIL from Carli Brake at Capita, she is dealing with the shareholders acceptances.

We expect 472 staff to exercise options over just under 5 million shares.

Carli has stated that it is important that the shares allotted are:-

- Issued in certificate form, however
- The certificates should not be printed out
- The allotments should be to new accounts for each person (some staff will already have shares, these new allotments should be put in a different account)

Please can you confirm that you will be able to do this, or let me know if you have any questions.

I have copied Carli into the eMAIL as I am unfamiliar with the terminology and process; she can jump in if I have misunderstood what Capita need!

Many thanks,

LISA HARRIS

Group Financial Controller

( +44 (0) 1223 448011

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\* [lisah@autonomy.com](mailto:lisah@autonomy.com)

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**From:** Barke, Carli (Shareholder Services)  
[mailto:CBarke@capitaregistrars.com]  
**Sent:** 30 September 2011 09:06  
**To:** Lisa Harris  
**Cc:** Andrew Kanter  
**Subject:** RE: Exercise of Autonomy Options under HP offer

Morning Lisa

Thank you for your e-mail. Effectively I will need a copy of the allotment list you send to Computershare confirm the registration details of the shareholders for which Autonomy will be arranging payment through payroll including the

relevant number of shares. I will also need confirmation that you have received correctly completed exercise and accept forms for all these shareholders and are happy for Capita to process such acceptances on this basis. All allotments should be in certificate form for the above process to work.

Alongside this, to aid the above process, it would be helpful if you could instruct Computershare NOT to produce certificates for these option allotments and also confirm this to Capita.

Please provide the allotment lists to me and Computershare on the same day so we can keep a close eye on this. As discussed all allotments should be to 'new' accounts and not combined with any holding they currently have on the register – please confirm this with Computershare also.

Once I have the above information/confirmation, we can arrange for the funds relating to these acceptances to be chaps to Autonomy to arrange payment through payroll. Please provide the account details in due course.

Many thanks

**Carli Barke**

Corporate Actions Manager

Capita Registrars

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**T:** +44 (0) 20 8639 2112 | **F:** +44 (0)20 8639 2142 | **E:**  
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---

**From:** Lisa Harris [mailto:[lisah@autonomy.com](mailto:lisah@autonomy.com)]

**Sent:** 28 September 2011 13:39

**To:** Barke, Carli (Shareholder Services)

**Cc:** 'Andrew Kanter'

**Subject:** Exercise of Autonomy Options under HP offer

Hello Carli

I hope you can read my attachments – we have a new scanner which I have yet to master!

I have attached my own HP election form so you can see the format of what staff are completing – I was able to attach all my option certificates when I submitted my form but the majority of staff have ticked the declaration on the 2<sup>nd</sup> page that they have lost these. Our HR department has a copy of everyone's option certificates on file .

The forms do look slightly different dependent on whether the options that staff are electing to exercise were granted under:-

- Autonomy UK plan rules
- Autonomy US plan rules

- Discovery Mining plan rules
- Optimost plan rules
- Interwoven, Verity, Virage, Zantaz or Cardiff plan rules

I have also attached a "no-names" version of the spreadsheet showing everyone that is exercising based on today's vested options – there are 3 thousand options vesting next week and 3 hundred the week after, this would increase the numbers exercising.

I have spoken to Computershare and am waiting for them to get back to me regarding what they do with the share certificates.

Many thanks,

LISA HARRIS

Group Financial Controller

( +44 (0) 1223 448011

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\* [lisah@autonomy.com](mailto:lisah@autonomy.com)

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HP-SEC-01662061

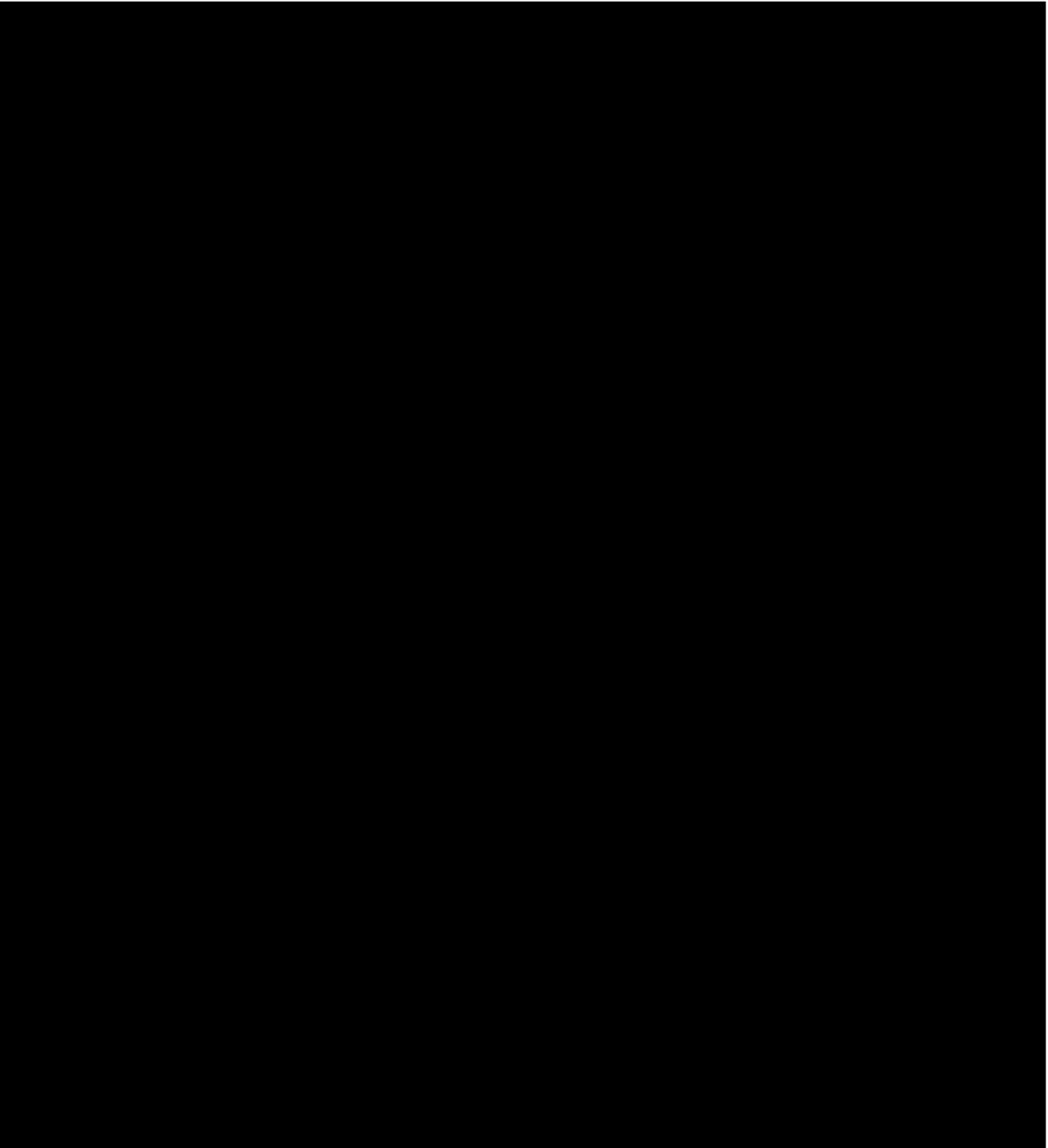


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3604	470	Serge	Bonte
3952	900053	Vance	Biggs
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5204	2798	Tom	Brown
5711	930725	Derek	Brown
5823	930459	Steven	Bruce
4926	5983	Brindusa	Bruce
5307	2300	Jason	Buehner
5686	930327	Sarah	Burke
3355	900054	Michael	Byrns
4551	494	Scott	Byron
5213	2670	Sarah	Calassa
4649	1246	Dennis	Carmen
3173	249	Justin	Carreiro
5086	2658	Samuel R.	Carter
2632	505	Anna	Catalana
5088	2069	Arnout	Cator
3656	910292	Stephen	Chamberlain
3986	900073	Christopher	Chan
3327	508	Michael	Chang
4885	509	Timothy	Chang
3237	29	Leslie	Chapman
4547	512	Gregory	Chase
2379	513	Edward	Chau
5662	43	Svitlana	Chaykovska
5098	2483	Michelle	Chee
5663	174	Tung Jin	Chew
4757	255	Pareg	Chibber
5712	521	Paul	Chicoline
4866	910296	Siong	Chin
4919	522	Stephen	Cho
5687	2066	Ajilt	Chowdhury
2597	910083	Allen	Cru
3367	47	Miles	Clarke
5112	2530	Nick	Clarke
5713	930767	Alexis	Clark
5688	910348	Graham	Collier
5830	920226	David	Collier
4685	539	Jacqueline	Comau
4896	78	Alexis	Con Hon
4938	543	Shane	Connelly
3063	547	Jeffrey	Cornelius
5661	560	Benjamin	Couch
5808	5034	Vinay	Chakravarthy

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HP-SEC-01662062

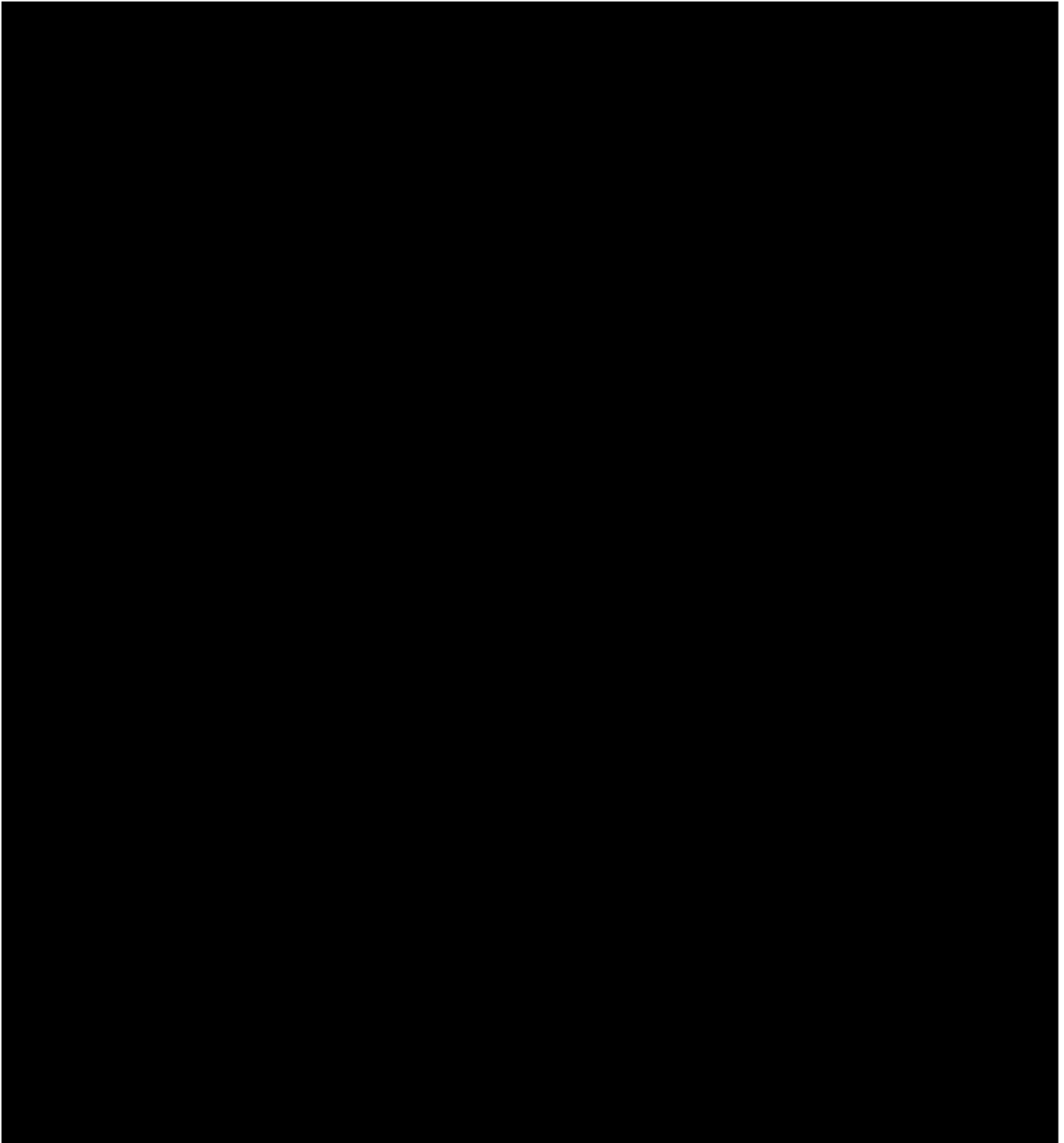
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3948	562	Cynthia	Davis
4901	910280	Sophie	Dazin
5729	5900	Keith	Deane
5690	2402	Laurent	Deleme
2888	568	Elizabeth	Demirjian
2933	162	Frederic	Demorgest
3207	583	Kevin	Dodson
4868	910303	Julie	Dolan
3635	589	Stacey	Dougherty
5684	68	Robert	Duke
3515	593	Richard	Eads
3412	1136	Nicole	Ward
3674	597	Christopher	Egan
5080	2620	Ray	Ehrke
5014	2049	Andrew	Elmer
5730	5302	Richard	Ellis
5017	2769	Susan	Emery
5022	2082	Barbara	Estes
3033	36	Jamies	Everett
5026	2287	Shaochen	Fan
3058	341	Jean-Philippe	Favrot
4691	613	Joel	Fernandez
5694	910313	Stephen	Fielding
5841	931278	Edward	Filby
5665	619	Justin	Flore
3834	910266	Michael	Flint
5029	2248	Glenn	Fong
4590	624	Blake	Foster
3174	139	Justin	Fuga
2802	900057	Darren	Gallagher
5035	2210	Elio	Gambetta
4946	634	Alvin	Garcia
2749	636	Christine	Gardner
5038	2178	David	Gaskins
5039	2498	Mohammad	Gazal
3330	40	Michael	Geddes
5040	2272	Ilan	Gendelman
5042	2083	Barbara	Gerth
2754	900055	Christopher	Goodfellow
5053	2553	Partha Sarathi	Govind



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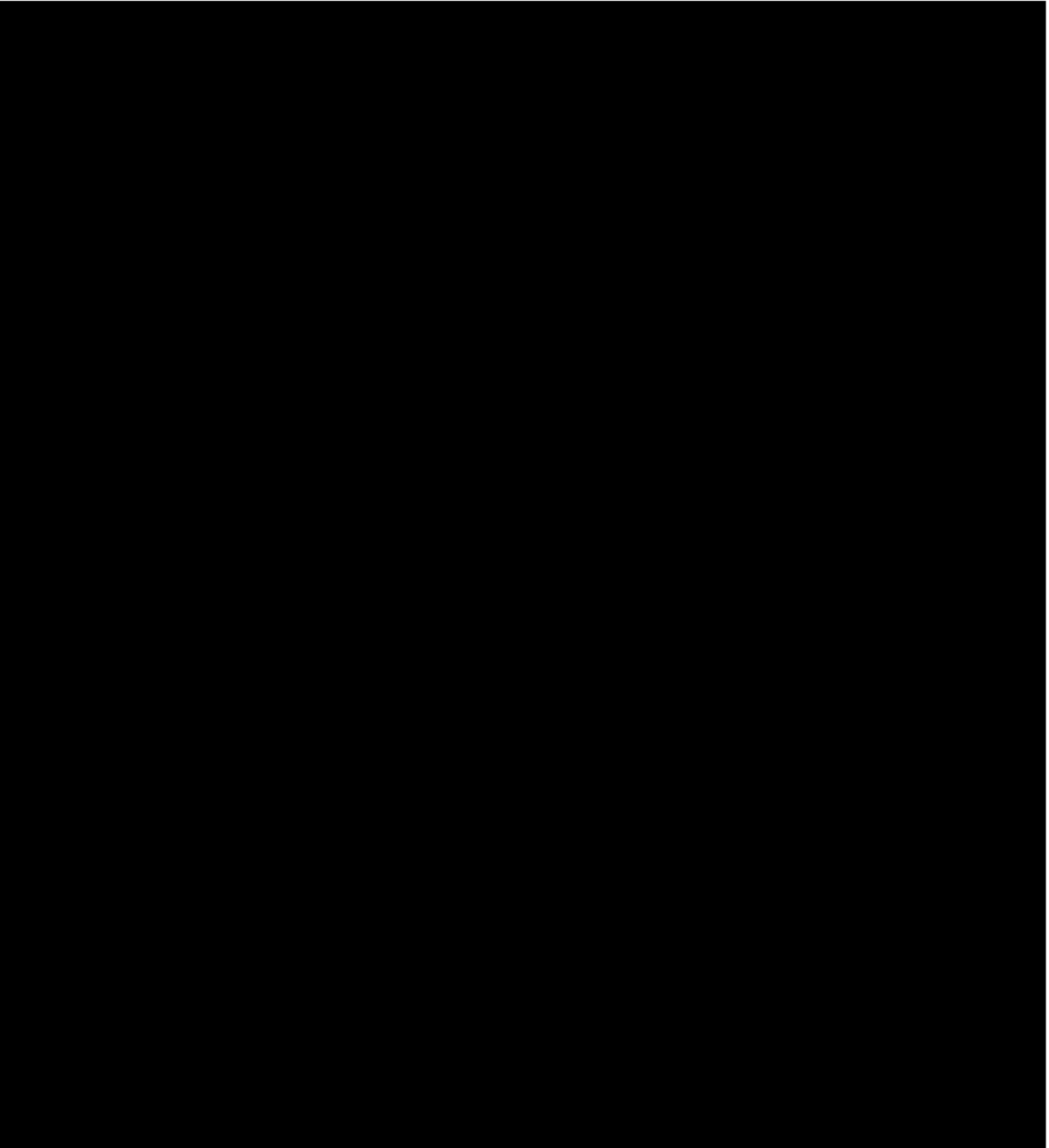
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4920	660	Benjamin	Greene
5719	4060	Steven	Greenfield
3469	178	Phillip	Greenwood
5056	2810	Valentina	Gribova
3828	531071	Federico	Grosso
4936	666	Livius	Gubio
5809	5030	Deepika	Gunda
5698	172	Adam	Guthrie
3955	669	Gillmore	Gutierrez
5945	931003	Timothy	Halbert
3914	1348	Evan	Hammer
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5699	900034	Dermot	Hardy
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5073	2841	Wayne	Harris
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5074	2231	Gabriel	Hartnett
3485	275	Rachel	Heverfield
4823	685	Peter	Hedge
4698	688	Levskile	Henry
4876	690	Bryan	Herger
5076	2235	Garth	Hernanson
3814	691	Yvette	Hernandez
5078	2628	Ricardo	Hexsel
5079	2383	Kevin	Hicks
4845	910114	Adam	Hickson
4795	1253	Kimberly	Hill
3045	910320	Jason	Holland
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2994	144	Henry	Horst
5846	910032	Mark	Houghton
5667	705	Marcla	Howard
3366	708	Mike	Huang
2813	910364	David	Humphrey
3692	910381	Sushovan	Husain
4908	303	Nigel	Hutchinson
4935	712	B. Lee	Hutton
4934	910319	Katerina	Ilina
4970	3758	Sudarshan	Iyengar
4971	2441	Mark	Jackson
4974	2704	Shelly	Jain
5702	4	Oliver	Jeal
5668	726	Clare	Johnson



FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662064

4987	2278	Ivy Lim	Jong
3850	1178	Elaine	Walt
4989	2111	Brian	Joyce
4991	2276	Ish	Jumani
4879	735	Daniel	Junger
4993	2709	Shreejit	K
4884	910201	Maha	Kadiramanathan
5810	5022	Robijnith	Kalpaka
2614	278	Andrew	Kanter
3009	215	Husein	Kassam
5001	2076	Avul	Kavathekar
5002	2772	Svetlana	Kavstner
5703	930531	David	Kamp
3902	910006	Graeme	Kennedy
5007	2641	Robt	Kertalliar
5009	2632	Rizwan	Khan
4742	749	Jarod	Kidd
5811	5055	Adithya	Kini
2646	910185	April	Kirkup
4743	1307	Jehn	Klink
5724	4037	Thomas	Knobloch
5596	2221	Eric	Kob
5599	2239	Eugene	Kratochvil
3963	767	Helen	Ku
4563	1294	Shan	Kuang
4915	768	Qiao	Kuang
5601	2479	Michael	Kuehn
3854	770	Kathy	Kuehne
5606	2247	Grish	Kumar
5607	2675	Satoru	Kumashiro
5671	1349	James	Laberge
4745	776	Jason	Labrca
4853	777	Beth	Ladd
3336	778	Michael	Lai
4899	45	Troy	Lantz
3822	173	Daniel	Lau
5615	2309	Jean	Lavigne
5616	2341	John	Law
5618	2492	Minh	La
3960	52	Richard	Leavitt
3810	353	Vik Koon	Lee
3985	793	Michele	Lee
3969	146	Charles	Lematre
5625	2133	Chia Ying	Li
5626	2842	Weiqun	Li
5629	2759	Su-Kang	Lim



FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662065

4850	808	Courtney	Linxwiler
5705	2	Chul	Liu
2572	813	Adina	Luzza
5637	2516	Nitza	Medina
5638	2074	Ashley	Lobb
4941	510387	Mozzamm	Lodhi
5640	2138	Chris	Loezch
5643	2504	Jay	Long
4667	812	Jennifer	Look
4939	824	Sergio	Lora
2836	86	David	Lord
5704	910428	James	Loram
5647	2214	Ellen Y.T	Lu
2315	900056	Fernando	Luchi
5726	4000	Eric	Lundgren
2732	827	Chau	Ly
3338	279	Michael	Lynch
5648	2480	Michael	Lysenko
3973	19	Edouard	Ma Poon
5650	2177	Daylann	Mackenzie
5652	2181	David	Madsen
5654	2725	Surinder	Mago
3192	234	Kelly	Mah
3922	35	Marvin	Mah
4575	1338	Robert	Mark
2592	843	Alfred	Marrella
2581	164	Alastair	Martin
5528	2583	Andrew	Martin
4576	1260	Rudy	Matono
3340	847	Michael	Matveer
3958	70	Alfred	Matucha
4915	129	Kath	Mawhinney
4940	62	Michael	Mayer
5534	2701	Shashi	Mazumdar
4669	1332	Joseph	McCasill
4898	181	Bernadette	McCoy
4657	1207	Debra	McCulloch
3118	11	John	McDonnell
3954	858	Arnold	McElroy
3456	810113	Peter	Menell
4531	865	Sandrine	Merhy
2893	343	Emmanuel	Merrot
3944	870	Donald	Miller
5553	2547	Pamela	Joneja
4502	1232	Valerius	Misemko
5554	2702	Shawn	Misulita

FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662066

5812	5000	Parveen	Mital	15,000
5557	2586	Rafiq	Mohammadi	54,582
3970	67	Sayed	Khawja Mohammed	1,000
5559	2481	Michael	Montero	23,711
4602	1319	Cynthia	Montes	833
3744	880	Timothy	Mora	8,214
5723	4023	Scott	Morgan	1,250
3468	87	Peter	Morrison	5,000
5563	2092	William J.	Moyer	1,456
3545	887	Robert	Murphy	9,210
5564	2745	Stephen	Murphy	5,000
5565	2290	James	Murray	46,161
5567	2500	Mohit	Mutreja	16,041
3615	56	Shawn	Nagase	13,977
5813	5055	Vijayakshmi	Nair	2,250
5572	2344	Jehn	Narfeitz	417
5814	5015	Navamoni	Paul	2,250
3219	318	Kitty	Nederstigt	298
2818	894	David	Neubert	30,677
5849	140	Mathew	Nevada	2,000
5574	2787	Tiger	Newman	2,149
4855	3	Nicholas	Ng	19,132
5575	2778	Timmy	Neuyen	207
5570	5583	Julia	Swenson	2,309
3411	908	Nicole	Nolvo	203
4878	910401	Annette	O'Connell	2,835
5697	920244	James	OTsara	1,000
5584	2775	Takashi	Oguchi	1,858
5585	2497	Mohammad Halz Omar		290
4604	1330	Cheryl	O'Neill	8,729
5596	930151	Emily	Orron	9,000
4925	229	Gorkem	Ortok	7,931
5815	4003	Jayaraman	Paraswarani	5,000
2861	147	Dorahic	Page	1,124
5465	2345	Jehn	Palanisami	1,859
5815	5006	Bhaktavatsalam	Pamidipati	2,250
5469	2780	Lefteris	Papadopoulos	1,316
5475	2637	Robert	Patrick	871
5476	2843	Wendy	Peua	388
2681	286	Robert	Pearson	4,000
2594	319	Aline	Pels-Gertsien	84
4333	1321	Stacy	Penig	93
4703	940	Glenn	Perachio	47,800
4905	941	Ruben	Perez	1,000
3522	Con 2	Richard	Perrle	20,000
2670	910085	Bichthao	Pham	1,476

29 Sep 11

FOIA CONFIDENTIAL TREATMENT REQUESTED

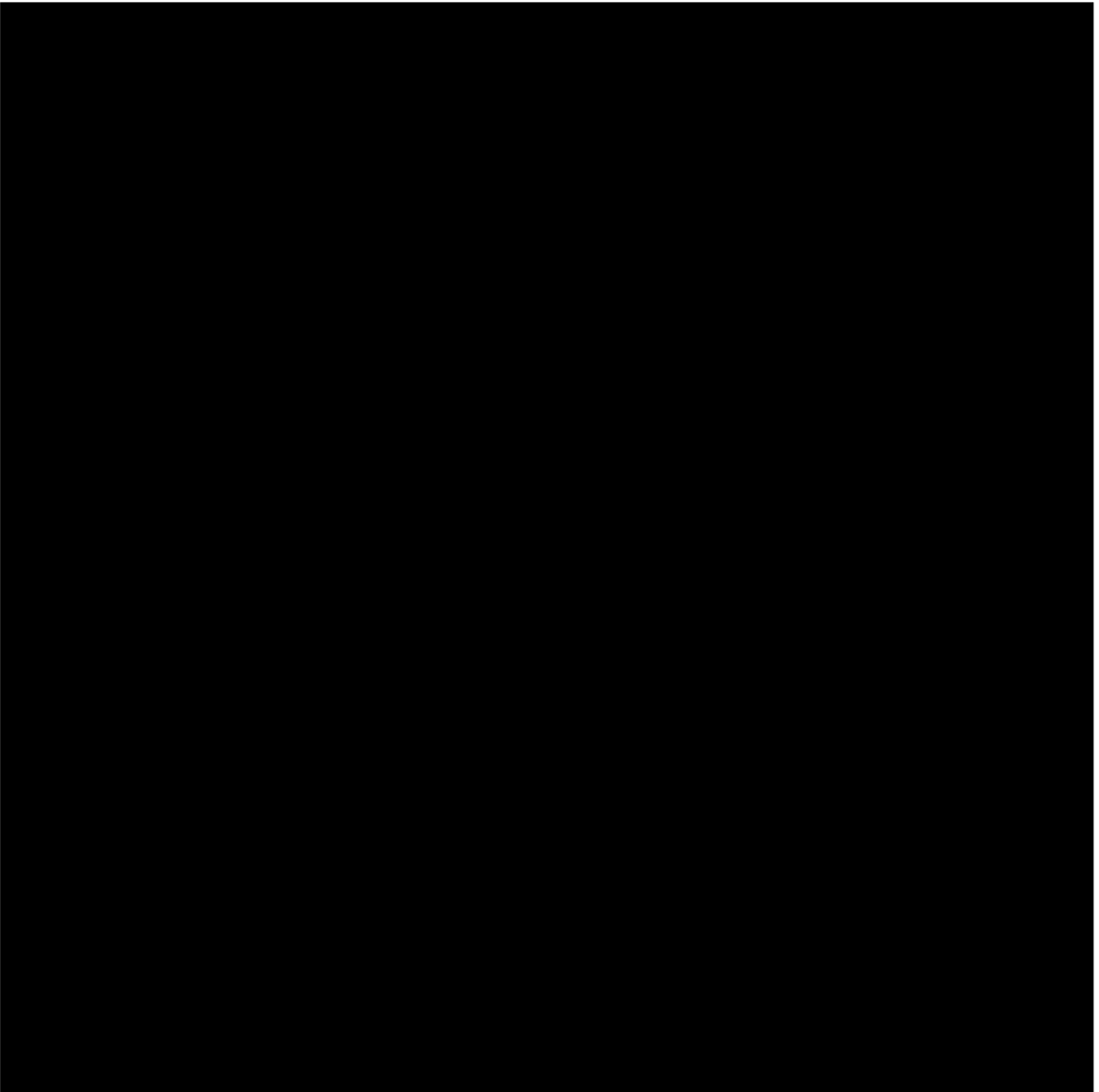
HP-SEC-01662067

5483	2063	Anthony	Phillips	5,689
4815	1287	Reehmi	Pillay	24
3523	205	Richard	Phanoc	167
5487	2442	Mark	Pivoney	2,083
5490	2231	James	Pope	50
5491	2731	Tim	Porter	232
3956	64	Todd	Preston	500
5676	920231	Poppy	Prenis	63,500
3499	250	Randall	Putnam	10,605
2822	910338	David	Fye	8,591
3674	968	Cornelius	Quinn	5,249
4872	110	Kevin	Race	20,000
4910	193	Ian J	Raine	8,640
4503	1288	Viswanathan	Rajamannar	2,319
3680	72	Sukumar	Ramraj	1,631
5498	2829	Vinod	Ramaswamy	97
5677	974	Adam	Ranjane	1,000
5840	990018	Christopher	Rayson	15,000
5678	380340	Andrew Robert	Reid	3,084
4887	1272	Ann	Reigelman	147
2705	910183	Bryan	Reillinger	1,983
3538	12	Robert	Richardson	500
4854	910012	Jose	Rivera	7,433
4582	997	Andrew	Rosch	916
3939	57	Koby	Roberts	500
3787	1001	Tysemia	Robinson	4,715
5512	2542	Oliver	Roehl	494
4606	1006	Chad	Rosner	666
3159	206	Joshua	Ros	289
5517	2347	John M.	Rosel	2,611
5518	2003	Adam	Rosio	1,250
5717	4038	Margrita	Safonova	2,250
5805	5009	Sagarika	Mitva	1,457
5523	2491	Millind	Schwarbudhe	522
5525	2267	Hiroshi	Sakamoto	25,000
5837	910327	George	Sakathala	3,000
4851	1014	Jorge	Salazar	2,157
4870	58	Edward	Sassone	30
5398	2244	Ghaneshyam	Silgathy	3,334
3878	3878	Bliz Z	Scheybeler	13,959
3107	910415	Jeel	Scott	6,641
5409	2599	Rajib	Sengupta	1,750
5685	1234	Veena	Setur	2,000
5695	176	Robert	Seyern	232
5416	2536	Yin	Shen	10,000
5835	328	Jian Qiang	Shi	

FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662068

5321	2-386	Mallikarjun	Shig
2912	1039	Eugene	Shih
5418	2661	Samer	Shwayfat
3603	BK 3	Sarena	Siefer
5421	2490	Michael	Silano
5834	930964	Graham	Sills
4731	1275	Johanna	Silvestre
5426	2071	Arvind	Singhal
5430	2303	Jason	Smith
5804	5001	Natarajan	Srinivasan
5447	2084	Barbara	Stein
5449	2186	David M.	Stone
4507	1075	Zhangwei	Su
4732	1076	Joseph	Sullivan
4764	1077	Michael	Sullivan
5832	920234	Matthew	Sullivan
5603	5010	Surra	Vallish
4613	221	James	Swearingen
3832	291	Leeming	Tang
4894	1279	Christopher	Tang
5333	2274	Imran	Taufiq
5398	2080	Bjo	Thomas
4812	1280	Tianh	Tran
4733	1089	Jared	Tucker
4585	1353	Alan	Turner
5346	2687	Shamsundar	Vagtmare
5347	2233	Ganesh	Vaidyanathan
4734	1108	Jason	Vanas
4641	1236	Feng	Vang
4735	435	Jennifer	Bailey
5351	2668	Senth	Velayudhan
5680	1115	Antonio	Villareal
5802	5078	Vikram	Vishal
5355	2459	Maureen	Voong
3950	910400	Srinivas	Voora
5827	156	Huy	Vu
4595	1237	Bojan	Vukojecic
2574	1122	Agustina	Wall
5360	2563	Paul	Walker
5826	293	Clare	Walsh
2728	1129	Charles	Walton
3553	230	Roger	Wang
5364	2671	Sarah	Waterhouse
3844	295	Sarah	Webster
5369	2061	Anne	Weinberger
5374	2313	Jeffrey	Westover



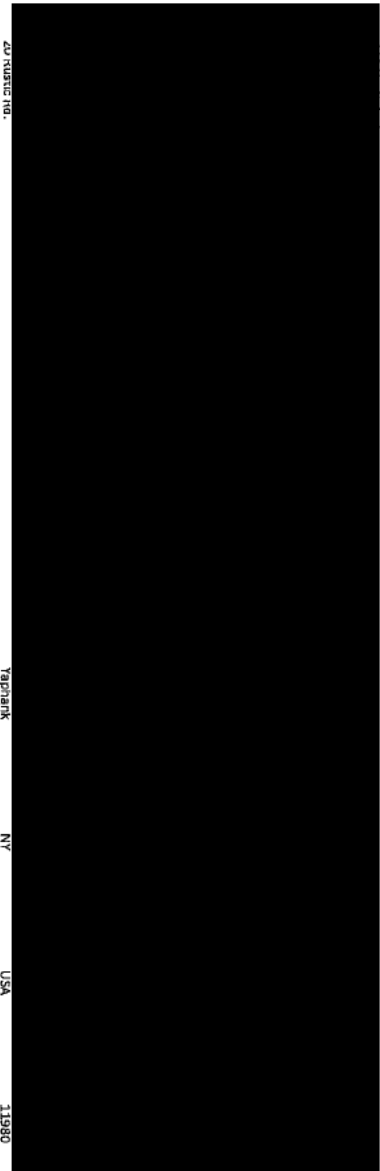
1,673
6,667
4,231
2,500
7,211
10,000
806
8,749
10,706
7,500
1,458
1,577
1,416
4,574
67,969
10,000
2,250
2,210
4,500
250
696
916
5,907
11,583
666
52
1,760
54
1,750
45
1,123
666
2,250
436
4,000
2,000
3,951
1,420
3,805
10,000
2,783
59,847
1,201
3,700
18,999
2,083

FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662069



5375	2099	Robert	Whitaker	1,587
4922	75	Buddy	Whittenburg	110
4709	1281	Gerald	Wichmann	8,702
5380	2839	Walter	Wojciechowski	1,859
5390	2431	Makko	Yakata	164
4545	1238	Samuel	Yan	13,459
4639	1239	Emily	Yee	210
5257	2284	Ang	Yeong Hweon	252
3738	310138	Timothy	Young	57,599
5259	2315	Jeff	Young	4,735
3225	269	Kwan Mo	Yuen	500
5260	2406	Leonid	Zarhin	116
5261	2269	Hong	Zhao	4,182
5262	2412	Suyu	Zhou	310
5264	2323	Jianping	Zhuang	677
5708	4096	Jack	Zito	500



FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662070

# EXHIBIT D

# CAPITA

Investment

4 October 2011

Our ref: TO81/27471/1

The Directors  
HEWLETT-PACKARD VISION B.V.  
Startbaan 16  
1187 XR Amstelveen  
The Netherlands

By email to:

[cas.sydorowicz@georgeson.com](mailto:cas.sydorowicz@georgeson.com)  
[dominic.bronckhi@georgeson.com](mailto:dominic.bronckhi@georgeson.com)  
[mark.harwood@georgeson.com](mailto:mark.harwood@georgeson.com)  
[dominic.dennis@georgeson.com](mailto:dominic.dennis@georgeson.com)  
[reza.ettefakiani@georgeson.com](mailto:reza.ettefakiani@georgeson.com)  
[broost@gibsondunn.com](mailto:broost@gibsondunn.com)  
[Sally.Wokea@SlaughterandMay.com](mailto:Sally.Wokea@SlaughterandMay.com)  
[Gary.EABORN@SlaughterandMay.com](mailto:Gary.EABORN@SlaughterandMay.com)

[trolls@newstartners.com](mailto:trolls@newstartners.com)  
[ahowell@newstartners.com](mailto:ahowell@newstartners.com)  
[AndyJohnson@hp.com](mailto:AndyJohnson@hp.com)  
[Manish.Sarin@hp.com](mailto:Manish.Sarin@hp.com)  
[Sergio.Jetelier@hp.com](mailto:Sergio.Jetelier@hp.com)  
[ProjectTeslaCore@harclayscapital.com](mailto:ProjectTeslaCore@harclayscapital.com)  
[Jennifer.Williams@SlaughterandMay.com](mailto:Jennifer.Williams@SlaughterandMay.com)

[Emma.walton@hp.com](mailto:Emma.walton@hp.com)  
[David.rhenour@hp.com](mailto:David.rhenour@hp.com)  
[SSagayam@gibsondunn.com](mailto:SSagayam@gibsondunn.com)  
[IRoberts@gibsondunn.com](mailto:IRoberts@gibsondunn.com)  
[sowles@gibsondunn.com](mailto:sowles@gibsondunn.com)  
[narila.schirger@catalyst.com](mailto:narila.schirger@catalyst.com)  
[Peter.Suggen@SlaughterandMay.com](mailto:Peter.Suggen@SlaughterandMay.com)

Dear Sirs,

## RECOMMENDED CASH OFFER FOR AUTONOMY CORPORATION PLC ("AUTONOMY")

We write to advise you that following the offer being declared wholly unconditional, cash funding is required to meet payments to be issued on 7 October 2011 in respect of those Autonomy shareholders who have submitted valid acceptances by 3 October 2011.

The funding amounts required are set out in the table below and relate to:

- The cheques to be posted to certificated acceptors;
- The payments to be credited to CRFST accounts in respect of uncertificated acceptors;
- The amount of stamp duty reserve tax ("SDRT") required in respect of the shares being acquired from uncertificated acceptors;
- The amount of stamp duty required in respect of the shares being acquired from certificated acceptors;
- Payment in connection with our provisional Receiving Agent fees. Please note that the final invoice detailing all the Receiving Agent's fees, expenses and any further payment amounts due will be issued at expiry of the offer.

	Autonomy Shares Accepted	Cash Consideration to be Issued / Receiving Agent Fee	Stamp Duty Reserve Tax "SDRT" Required	Stamp Duty Required*
<b>CREST</b>	212,486,340	£5,418,401,670.00	£27,092,008.35	Not applicable
<b>CERTIFICATED</b>	935,606	£23,857,953.00	Not applicable	£121,300.00
<b>CERTIFICATED</b>	1,635	£41,692.50	Not applicable	Tax Exempt
<b>RECEIVING AGENT FEE</b>	Not applicable	£44,880.00	Not applicable	Not applicable
	<b>213,423,581</b>	<b>£5,442,346,195.50</b>	<b>£27,092,008.35</b>	<b>£121,300.00</b>

\* (at the rate of 1% of the value of the consideration above £1,000.00 per acceptance rounded up to the nearest £5 multiple)

### Corporate Actions

The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TH  
Tel 0877 664 0321 (calls cost 10p per minute plus network extras lines are open from 9am - 5.30pm Monday - Friday)  
Fax 020 8620 3047  
Email [news@capitaregistrars.com](mailto:news@capitaregistrars.com) [www.capitaregistrars.com](http://www.capitaregistrars.com)  
A trading name of Capita Registrars Limited

Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TH Registered in England No 2607569  
Part of The Capita Group PLC [www.capita.co.uk](http://www.capita.co.uk)

# CAPITA

10/13/2013

Please therefore arrange to credit the following payments to the account details specified below.

The requested payments below must be credited to the accounts specified by no later than 6 October 2011 in order to ensure payments can be released on the due date.

## Payment 1 Details

Bank	Royal Bank of Scotland Plc
BIC	RBOSGB2L
Sort Code	15-10-00
IBAN	GB21RBOS15100022369035
Address	London City Office, 62/63 Threadneedle Street, London EC2R 8LA
Account Name	Capita Registrars Limited CREST Clearing Account
Account No.	22369035
Net Amount Required	£ 5,445,493,678.35

## Payment 2 Details

Bank	Royal Bank of Scotland Plc
BIC	RBOSGB2L
Sort Code	15-10-00
IBAN	GB49RBOS15100023083615
Address	London City Office, 62/63 Threadneedle Street, London, EC2R 8LA
Account Name	Capita Registrars Ltd Re: Hewlett-Packard Vision B.V./ Autonomy Corporation plc - Takeover Cash Consideration A/C
Account No.	23083615
Net Amount Required	£ 24,065,825.50

We also take this opportunity to attach two block transfer forms relating to the certificated shares accepted in this settlement which kindly arrange to be signed, but not dated, and returned to us as soon as possible. The reason that there are two block transfer forms is that in accordance with new stamp duty rules consideration of £1,000 or less per acceptance is not subject to Stamp Duty. Therefore block transfer form 1 relates to stamp duty to be paid where consideration is greater than £1,000 per acceptance and block transfer form 1A relates to where consideration is £1,000 or less per acceptance. The declaration that the transfer is exempt from *Ad Valorem* stamp duty at the bottom of block transfer form 1A also requires to be signed at the same time. On receipt of the stamp duty monies we will arrange for the appropriate transfer to be stamped by HMRC in order that HEWLETT-PACKARD VISION B.V. can become the registered holder of the AUTONOMY CORPORATION PLC shares.

## Corporate Actions

The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU  
Tel 0871 064 0321 (calls cost 10p per minute plus network extras lines are open from 9am - 5.30pm Monday - Friday)  
Fax 020 8539 3047  
Email: [newissues@capitaregistrars.com](mailto:newissues@capitaregistrars.com) [www.capitaregistrars.com](http://www.capitaregistrars.com)  
A trading name of Capita Registrars Limited

Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU Registered in England No. 2605568  
Part of The Capita Group Plc. [www.capita.co.uk](http://www.capita.co.uk)

# CAPITA

## REGISTRARS

With regards to the CREST acceptances, once the SDRT amount has been received we will arrange for these shares to be firstly transferred from the relevant participants by means of Transfers from Escrow into the name of Capita Registrars Limited, and thereafter transferred to HEWLETT-PACKARD VISION B.V.

At this point we would mention that additional amounts, which will not be known until later, may be required on 17 October 2011 to settle the CREST/certificated holders in respect of the second settlement, which is scheduled below, together with the details of the subsequent settlements.

Settlement	Acceptances Received	Capita to advise on Funding Requirements	CREST and Certificated Funds Required on	Consideration Posted
2	04/10/11 - 10/10/11	11/10/11	17/10/11	18/10/11
3	11/10/11 - 17/10/11	18/10/11	24/10/11	25/10/11
4	18/10/11 - 24/10/11	25/10/11	31/10/11	01/11/11
5	25/10/11 - 31/10/11	01/11/11	07/11/11	08/11/11
6	01/11/11 - 07/11/11	08/11/11	14/11/11	15/11/11
7	08/11/11 - 14/11/11	15/11/11	21/11/11	22/11/11

If you have any questions, then please do not hesitate to contact us.

Yours faithfully,



Authorised Signatory

### Corporate Actions

The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU  
Tel 0871 684 0321 (calls cost 10p per minute plus network access fees are open from 9am - 5.30pm Monday - Friday)  
Fax 020 8930 3047  
Email [newissues@capitaregistrars.com](mailto:newissues@capitaregistrars.com) [www.capitaregistrars.com](http://www.capitaregistrars.com)  
A trading name of Capita Registrars Limited

Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, Registered in England No. 2605568  
Part of The Capita Group Plc, [www.capita.co.uk](http://www.capita.co.uk)

CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01661631

USAO 00002523

# EXHIBIT E

**To:** Sarin, Manish[manish.sarin@hp.com]  
**From:** Hsiao, Emily (SCD)  
**Sent:** Sat 7/30/2011 11:36:16 AM  
**Importance:** Normal  
**Subject:** RE: WGL  
WGL from Tesla 7.30.11.xlsx

See attached.

**From:** Sarin, Manish  
**Sent:** Saturday, July 30, 2011 6:53 AM  
**To:** Hsiao, Emily (SCD)  
**Subject:** FW: WGL

Emily – from this list strip out our contact details and make a WGL for Tesla only. Then please circulate to us internally, Barclays, PW, Freshfields & Gibson.

**From:** Andrew Kanter [mailto:andrewk@autonomy.com]  
**Sent:** Saturday, July 30, 2011 1:00 AM  
**To:** Sarin, Manish  
**Subject:** WGL

Attached is updated with a second tab for us.

Regards

--Andy

This document produced in native file format only



First Name	Role	Location	Email	Work Telephone	Mobile	Assistants
Internal						
Arsenal						
Mike Lynch	CEO	London, UK				
Sushovan Hussain	CFO	London, UK				
Andrew Kanter	COO	London, UK				
Peter Menell	CNO	London, UK				
Steve Chamberlain	VP Finance	Cambridge, UK				
External						
Qatarair						
Frank Quattrone		San Francisco, CA				
George Soutos		San Francisco, CA				
Jonathan Turner		San Francisco, CA				
Ian Macleod		San Francisco, CA				
Jean Tardif-Jobert		London, UK				
Adrian Dolard		San Francisco, CA				
Brian Gayne		San Francisco, CA				
Nadia Gehrigler		London, UK				
Alan Brassers		San Francisco, CA				
Gajan Rajanathan		San Francisco, CA				
Michael Hughes		London, UK				
Daniel Axelsen		London, UK				
Peter Spoforth		San Francisco, CA				
Slughter and May						
Stephen Cooke	Partner	London, UK				
Gary Elborn	Partner	London, UK				
Sally Wokes	Associate	London, UK				
Morgan, Lewis & Bockius LLP - Anti-trust						
Harry T. Robins	Partner	New York, NY				
Assistants						
Stephen.cooke@slughterandmay.com T: +44 (0)20 7090 3261						
gary.elborn@slughterandmay.com T: +44 (0)20 7090 3222						
sally.wokes@slughterandmay.com T: +44 (0)20 7090 5112						
hrobins@morganlewis.com   www.mlc 212.309.6778						
M: +44 (0)7758 258 012						
M: +44 (0)7711 505 189						
M: +44 (0)7824 592 921						
Assistant: Alexandra Ireland						
Assistant: Amy McGuinness						
Assistant: Alexandra Ireland						
+44 (0)20 71 alexandra.ireland@slughterandmay.com						
+44 (0)20 71 amy.mcguinness@slughterandmay.com						
+44 (0)20 71 alexandra.ireland@slughterandmay.com						
Assistant: Evelyn Perry   212.309.6081   eperry@morganlewis.com						

# EXHIBIT F

---

**From:** Robert Mark <robert.mark@autonomy.com>  
**Sent:** Wednesday, July 21, 2010 9:00 AM  
**To:** ian.robert.adams@citi.com  
**Subject:** Re: Disk purchase

His cell -  
[REDACTED] 9540

Robert Mark  
Director, Global Accounts  
Autonomy, Inc.  
P: 631-385-8766 | F: 631-367-6581  
C: 516-445-5033  
robert.mark@autonomy.com

----- Original Message -----

From: Adams, Ian Robert <ian.robert.adams@citi.com>  
To: Robert Mark  
Sent: Wed Jul 21 05:45:25 2010  
Subject: RE: Disk purchase

Robert,

What number is he on today ?

Ian

From: Robert Mark [<mailto:robert.mark@autonomy.com>]  
Sent: 21 July 2010 13:09  
To: Adams, Ian Robert [CCC-OT\_IT]  
Subject: Re: Disk purchase

Ian, please call Sushovan directly to discuss further.

Robert

Robert Mark  
Director, Global Accounts  
Autonomy, Inc.  
P: 631-385-8766 | F: 631-367-6581  
C: 516-445-5033  
robert.mark@autonomy.com

----- Original Message -----

From: Adams, Ian Robert <ian.robert.adams@citi.com>  
To: Robert Mark  
Sent: Wed Jul 21 03:53:54 2010

Subject: RE: Disk purchase

Robert,

I am advised that we have no way to pay a company who is not an approved supplier. If the invoice comes from you that is fine. I need to get this closed today.

Ian

From: Robert Mark [<mailto:robert.mark@autonomy.com>]  
Sent: 20 July 2010 23:09  
To: Adams, Ian Robert [CCC-OT\_IT]  
Subject: RE: Disk purchase

Ian, I spoke with my legal folks and they have quickly revised the documents that are required for an order (Addendum and Order Form), to result in no changes to terms and Citi's rights, but simply allow for a third party to invoice and be paid on our behalf (please see the attached documents with redlines showing the changes). If this is acceptable, the discounts remain as they were and the documents reflect this. Sushovan has not authorized any other option.

Robert

Robert Mark

Director, Global Accounts

Autonomy, Inc.

P: 631-385-8766 | F: 631-367-6581

C: 516-445-5033

[robert.mark@autonomy.com](mailto:robert.mark@autonomy.com)

---

From: Adams, Ian Robert [<mailto:ian.robert.adams@citi.com>]  
Sent: Tuesday, July 20, 2010 4:36 AM  
To: Robert Mark  
Subject: RE: Disk purchase

Robert,

Please urgently let me know the situation. I believe there is risk here and need to determine how I manage it.

Ian

From: Robert Mark [<mailto:robert.mark@autonomy.com>]  
Sent: 19 July 2010 20:27  
To: Adams, Ian Robert [CCC-OT\_IT]  
Subject: RE: Disk purchase

With all due respect, that's not really fair. We've continued to find ways to maintain the original discount that we offered multiple times, which cost us money due to holding the inventory over for so long. There was no valid reason that Sourcing couldn't add the reseller other than executing the process. That said, I will of course see what I can do.

Robert

Robert Mark

Director, Global Accounts

Autonomy, Inc.

P: 631-385-8766 | F: 631-367-6581

C: 516-445-5033

[robert.mark@autonomy.com](mailto:robert.mark@autonomy.com)

---

From: Adams, Ian Robert [<mailto:ian.robert.adams@citi.com>]  
Sent: Monday, July 19, 2010 1:46 PM  
To: Robert Mark  
Subject: RE: Disk purchase

Like I said, I would have expected more given the relationship.

Give me a price for new disks please.

Ian

From: Robert Mark [<mailto:robert.mark@autonomy.com>]  
Sent: 19 July 2010 18:45  
To: Adams, Ian Robert [CCC-OT\_IT]  
Subject: RE: Disk purchase

Ian, I've been discussing this with Joe for a number of months, so the supplier could already have been approved. I've also been telling him as well as you staff that we're running out of storage, but no one has reacted to that. I can easily resolve it but we would have to purchase new cells at new prices and that will impact the discount we offered.

Robert Mark

Director, Global Accounts

Autonomy, Inc.

P: 631-385-8766 | F: 631-367-6581

C: 516-445-5033

robert.mark@autonomy.com

---

From: Adams, Ian Robert [<mailto:ian.robert.adams@citi.com>]  
Sent: Monday, July 19, 2010 8:29 AM  
To: Robert Mark  
Subject: RE: Disk purchase

Robert,

It's a long process for us to get a supplier accredited to use. We are out of runway on these disks and need to get them in. This is going to get very ugly. I need you to step up and resolve it on your side.

Ian

From: Robert Mark [<mailto:robert.mark@autonomy.com>]  
Sent: 16 July 2010 17:17  
To: Adams, Ian Robert [CCC-OT\_IT]  
Subject: RE: Disk purchase

Ian, I don't think it's necessary for me to say that our relationship continues to be extremely important to Autonomy, as evidenced by the continued support resources we provide, as well as the no-charge DSMail offer we made to you.

That said, this purchase has been the most frustrating of all. It dates back to Q4 of last year, but I won't take you through all the detail. Suffice to say we've repeatedly made discount offers to close the deal within each of the last 2 quarters, tying up inventory that we were then not able to move. Where we are now is, we've agreed to honor the last discount we offered even though we didn't close by June 30th. However, in order to do that, we need to process the order through one of our reseller partners (which we do all the time), as they have the cells at the price point that allows this. We've provided a short paragraph to amend our agreement that provides for us to use a third party to bill, and Citi to pay, with absolutely no change to the terms or your rights under our agreement.

Joe Angelucci continues to tell me that he doesn't want to do this through our reseller, though we're maintaining our offer of 13TB cells for the price of 10TB, plus a 15% discount on top of that, which combined totals a 35% discount. I don't know where to go from here.

Robert

---

Robert Mark

Director, Global Accounts

Autonomy, Inc.

phone: (631) 385-8766 | fax: (631) 367-6581

cell: (516) 445-5033

robert.mark@autonomy.com

---

From: Adams, Ian Robert [<mailto:ian.robert.adams@citi.com>]  
Sent: Fri 7/16/2010 11:31 AM  
To: Robert Mark  
Subject: Disk purchase

Robert,

What is going on. The guy's tell me Autonomy are being deliberately obstructive. I would have thought our relationship was stronger than that, despite our current checks in the market place.

This is one step from Otto calling Mike Lynch. Why are we here and can we not get this resolved ?.

Ian

# EXHIBIT G



## Morgan Lewis

Morgan, Lewis & Bockius LLP  
101 Park Avenue  
New York, NY 10178-0060  
Tel. +1.212.309.6000  
Fax: +1.212.309.6001  
www.morganlewis.com

**Martha B. Stolley**  
Partner  
+1.212.309.6858  
mstolley@morganlewis.com

February 10, 2016

### VIA FEDERAL EXPRESS

Adam A. Reeves, Esq.  
Robert S. Leach, Esq.  
Assistant U.S. Attorney  
United States Attorney's Office  
450 Golden Gate Avenue, 11<sup>th</sup> Floor  
San Francisco, CA 94102

**Re: Autonomy**

Dear Mr. Reeves and Mr. Leach:

As you know, we represent Hewlett-Packard Enterprise ("HPE" or the "Company") in the above-referenced matter. We write in response to the Department of Justice's ("DOJ") January 27, 2016 written request for documents confirming whether the bank accounts previously noted by HPE as belonging to Mike Lynch ("Lynch") and Sushovan Hussain ("Hussain") are the same bank accounts Autonomy used to set up direct deposit payments for each of them. The DOJ also requested that HPE confirm the time period during which those bank accounts were used by Autonomy for direct deposit payments. Enclosed please find a CD containing responsive documents, Bates Nos. HP-SEC-01657266-HP-SEC-01658604.

Please note that a number of the documents are multi-tabbed spreadsheets that have been redacted to preserve the confidentiality of bank account information regarding former and/or current Autonomy employees that either are not involved in, or not the focus of, the DOJ's investigation in the above-referenced matter. Given the DOJ's ongoing interest in Steve Chamberlain, Andy Kanter, and Pete Menell, however, we left intact their financial information.<sup>1</sup>

Because of the redactions, we were unable to produce the spreadsheets in native format. In an effort to make the documents as comprehensible as possible, we are providing formatted .pdf versions of the spreadsheets and also are producing hard copy color print-outs on oversized paper. Nevertheless, the data spans multiple pages, making it difficult to track. Accordingly, we have distilled the key information from these spreadsheets in the chart below:

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<sup>1</sup> None of the enclosed documents reference Joel Scott or Stouffer Egan.

Adam A. Reeves, Esq.  
 Robert S. Leach, Esq.  
 February 10, 2016  
 Page 2

Name of Account Holder	Dates Bank Account Used by AU Payroll	Bank Sort Code <sup>2</sup>	Bank Account No.
Mike Lynch	2005 through his departure		
Sushovan Hussain	2005-2006		
	2007-2010		
	2011 through his departure		
Steve Chamberlain	2005 through his departure		
Andrew Kanter	2005 through his departure		
Peter Menell	2005 through his departure		

\*\*\*\*\*

The materials and the information contained herein (HP-SEC-01657266-HP-SEC-01658604) represent information that is confidential within the contemplation of the applicable provisions of the Freedom of Information Act ("FOIA") and the rules of the Commission which implement that Act, 17 C.F.R. § 200.83, ("Rule 83") and is furnished solely for the use of the Commission and DOJ. Accordingly, we request the documents, and the information contained therein, be afforded confidential treatment pursuant to FOIA and the rules of the Commission implementing the Act. Pursuant to Rule 83, a request for confidential treatment has also been delivered to the Commission's FOIA Office. In accordance with Rule 83, please notify the undersigned of any request for disclosure of the materials made pursuant to the FOIA. After completion of the investigation concerning the above referenced matter, we ask that all confidential materials be returned to us.

The requests set forth in the preceding paragraphs also apply to any memoranda, notes, transcripts or other writings of any sort whatsoever that are made by, or at the request of, any employee of the SEC or DOJ and which (1) incorporate, include or relate to any of this letter and its enclosures; or (2) refer to any conference, meeting, or telephone conversation relating to this letter and its enclosures between HPE, its current or former employees, representatives, agents, auditors or counsel on the one hand and employees of the SEC or DOJ on the other.

<sup>2</sup> The bank sort code identifies the bank and the branch where the account is held.

Adam A. Reeves, Esq.  
Robert S. Leach, Esq.  
February 10, 2016  
Page 3

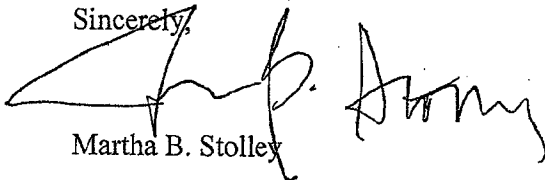
This letter is not intended to and does not waive any applicable privilege or other legal basis under which information may be protected from disclosure. If it is concluded that any of the enclosed materials disclose privileged matter, such disclosure is inadvertent. By the production of this letter and its enclosures, HPE does not intend to and has not waived the attorney-client privilege or any other protections.

To further promote confidentiality, the enclosed CD is being produced with password protection. The password will be sent separately via email.

Finally, we note that HPE is making every effort to produce documents as quickly and as efficiently as possible. However, the inadvertent disclosure of material protected by the attorney-client, work product or any other applicable privilege may occur during the course of these productions. We respectfully request that the Commission and DOJ allow for the "clawback" of any such privileged materials upon prompt notification by HPE.

Please feel free to contact me should you have any questions.

Sincerely,



Martha B. Stolley

Enclosure

cc: ENF-CPU  
U.S. Securities and Exchange Commission  
100 F St., N.E. Mailstop 5973  
Washington, D.C. 20549-5973

Jason Habermeyer, Esq. (without enclosures)  
Attorney, Division of Enforcement  
U.S. Securities and Exchange Commission  
San Francisco Regional Office  
44 Montgomery Street, Suite 2800  
San Francisco, CA 94104

Freedom of Information Officer (without enclosures)  
Office of Freedom of Information and Privacy Act Operations  
Securities and Exchange Commission Operations Center  
100 F Street NE  
Mail Stop 5100  
Washington, D.C. 20549

# EXHIBIT H

**To:** Lisa Harris[lisah@autonomy.com]  
**Cc:** payroll@autonomy.com[payroll@autonomy.com]  
**From:** payroll@autonomy.com  
**Sent on behalf of:** sh-ukcorporatedealing@ubs.com  
**Sent:** Fri 4/23/2010 7:53:48 AM  
**Subject:** [payroll] Options | 23/04/10  
[disclaim.txt](#)

Lucy,

I can confirm that we have sold 129,459 shares at 1858p per share.

Kind regards

Warren

Warren Carroll  
Corporate Broking  
UBS Limited  
1 Finsbury Avenue  
London  
EC2M 2PP  
Tel. 020 7568 6219  
Fax. 020 7336 3219

---

**From:** Lucy Brown [mailto:lucy.brown@autonomy.com]  
**Sent:** 23 April 2010 12:17  
**To:** sh-ukcorporatedealing@ubs.com  
**Cc:** payroll@autonomy.com  
**Subject:** Options | 23/04/10

Hi Tara & Warren,

Please see attached spreadsheet. Paperwork will be e-mailed later today.

**Selling all shares:**

Sushovan Hussain – needs to be announced

Peter Menell (min £18.00)

Ann Reigelman

Shashi Mazumdar

William A Turner

Many thanks,

Lucy Brown | Accounts Assistant | +44 1223 488 564

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---

# EXHIBIT I

**To:** Poppy Prentis[Poppy.Prentis@autonomy.com]  
**Cc:** payroll@autonomy.com[payroll@autonomy.com]  
**From:** payroll@autonomy.com  
**Sent on behalf of:** sh-ukcorporatedealing@ubs.com  
**Sent:** Tue 6/15/2010 8:41:37 AM  
**Subject:** [payroll] Options | 15/06/10  
[disclaim.txt](#)

Gemma

I confirm we have sold 27,986 shares @ 1957.4563p

Kind regards

Tara Blyth  
Director  
UBS Investment Bank  
1-2 Finsbury Ave  
London EC2M 2PP  
ph: 020 7568 2205  
fax: 020 7568 7722  
[tara.blyth@ubs.com](mailto:tara.blyth@ubs.com)

---

**From:** Gemma Reavley [mailto:[gemmar@autonomy.com](mailto:gemmar@autonomy.com)]  
**Sent:** 15 June 2010 11:54  
**To:** sh-ukcorporatedealing@ubs.com  
**Cc:** payroll@autonomy.com  
**Subject:** Options | 15/06/10

Hi Tara & Warren,

Please see attached spreadsheet. Paperwork will be e-mailed later today.

**Selling all shares:**

Michael D'Auria

Nandeep Singh



Blynda Stallings

Kailash Kothari

Joel Scott

Jean-Pierre

Steve Chamberlain

Rachel Haverfield

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*

Gemma Reavley  
Payables Supervisor  
Autonomy Systems Limited, Cowley Road Business Park, Milton Road, Cambridge CB4 0WZ

Tel: +44 (0) 1223 448106  
Fax: +44 (0) 1223 448040  
E-Mail: [gemmar@autonomy.com](mailto:gemmar@autonomy.com)

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Autonomy Systems Limited, Registered Office: Cambridge Business Park, Cowley Road, Cambridge CB4 0WZ, Registered Number 03063054.



Consider the environment. Please don't print this e-mail unless you really need to

# EXHIBIT J

**To:** Lisa Harris[lisah@autonomy.com]  
**Cc:** payroll@autonomy.com[payroll@autonomy.com]  
**From:** payroll@autonomy.com  
**Sent on behalf of:** sh-ukcorporatedealing@ubs.com  
**Sent:** Fri 3/12/2010 8:23:47 AM  
**Subject:** [payroll] Options | 12/03/10- Kanter  
disclaim.txt

Lucy

I confirm we have sold 40,000 shares @1721.864p

Kind regards

Tara Blyth  
Director  
UBS Investment Bank  
1-2 Finsbury Ave  
London EC2M 2PP  
ph: 020 7568 2205  
fax: 020 7568 7722  
tara.blyth@ubs.com

---

**From:** Lucy Brown [mailto:lucy.brown@autonomy.com]  
**Sent:** 12 March 2010 10:26  
**To:** sh-ukcorporatedealing@ubs.com  
**Cc:** payroll@autonomy.com  
**Subject:** Options | 12/03/10

Hi Tara & Warren,

Please see attached spreadsheet. Paperwork will be e-mailed later today.

**Selling all shares:**

Todd R Poston

Percy Tejeda

David Lord

**Selling all shares with minimum price £17.15:**

Andrew Kanter

Kind regards,

**Lucy Brown** | Accounts Assistant | +44 1223 488 564

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# EXHIBIT K



UBS Limited  
1 Finsbury Avenue  
London EC2M 2PP

[www.ubs.com](http://www.ubs.com)

## SALE INSTRUCTION FORM (ESOP) PAYE version

Dear Sir/Madam,

**Sale of shares under the arrangements established by UBS Limited for employees/executives of Autonomy Corporation (the "Facility")**

In connection with the option(s) set out below granted to me to acquire Ordinary shares of 1/3p each in Autonomy Corporation (the "Company"), I, ANDREW KANTER (please insert your name), have completed a Notice of Exercise in respect of the following options:

**↓ SUBJECT TO LIMITS IN ATTACHED INSTRUCTIONS ↓**

Date of Grant	Option price per share (A)	Number of shares to be exercised (B)	Exercise Cost (A) x (B)
17 DEC 04	149p	21,450	£31,960.50
01 AUG 05	229p	50,000	£114,500.00
11 SEP 06	384p	25,000	£96,000.00
	TOTALS		£242,460.50

Please accept the following instructions:

### 1. EXERCISE FINANCE (Loan)

- (i) Please pay the full amount now due to the Company on my behalf, being £ 242,460.50 Please tick one box ☒ or
- (ii) Please pay £ \_\_\_\_\_ to the Company on my behalf which, together with my contribution of £ \_\_\_\_\_ will total the full amount now due to the Company. ☐ or
- (iii) I do not require funding from UBS Limited and have paid the full amount now due to the Company from my own resources. ☐

*(I can confirm that in order for UBS Limited to effect same day execution an instruction to sell the shares must be received by 2.30pm)*

### 2. TRANSFER OF SHARES TO SPOUSE

Following the issue or transfer of shares, I wish to transfer \_\_\_\_\_ shares to my spouse, whose full name is \_\_\_\_\_ Please tick if required ☐

**NB:** Shares will only be transferred to your spouse provided sufficient shares are sold in your name to meet your obligations relating to the loan transaction and costs, tax and NI (if applicable). If your spouse wishes to sell any of these shares, he/she needs to complete the Spouse Sale Form.

### 3. SALE OF SHARES

Following the issue or transfer of shares, I hereby irrevocably authorise you forthwith, in accordance with the terms and conditions of the Facility:

- (i) to sell ALL shares in my name. Please tick one box ☒ or
- (ii) to sell sufficient shares in my name to cover, as near as possible, repayment of my loan and costs. ☐ or
- (iii) to sell sufficient shares in my name to cover repayment of my loan and costs and to raise an additional £ \_\_\_\_\_ ☐

UBS Investment Bank is a business group of UBS AG  
UBS Limited is a subsidiary of UBS AG  
UBS Limited is incorporated as a limited liability company in England & Wales. Registered Address: 1 Finsbury Avenue, London EC2M 2PP. Regulated in the UK by the Financial Services Authority  
Company Number: 2035362  
UBS Limited is a member of the London Stock Exchange

Effective 09 June 2003

**4. PROCEEDS OF SALE**

I understand that the proceeds of the sale, after deduction of sums due to UBS Limited under the Facility, will be paid to the Company, who will deduct the appropriate taxes and pay the balance to me.

**5. SHARES BEING RETAINED**

I understand that the shares which I acquire will be issued or transferred by the Company into a nominee company of UBS Limited for the purposes of settlement. Any shares which I retain should be:

- (i) Registered in my own name and a share certificate should be issued and sent to me in due course; **Please tick one box**  
☐ or
- (ii) Registered in the name of the following CREST member and the shares transferred to the following CREST account: ☐

Name of CREST Member:	
CREST Participant Code:	CREST Member Account ID:

**6. DECLARATION AND AUTHORITY**

I have read and understood the terms and conditions of the Facility and understand that these are applicable to me in relation to these instructions. I confirm that I shall meet my obligations under the Facility in that I shall repay my loan and associated costs from the proceeds of sale arising from the sale of shares in my name. If such proceeds are not sufficient I shall repay the amount outstanding on the loan immediately on demand.

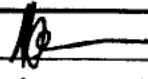
I can confirm that in effecting transactions set out in these instructions I am not in possession of any Unpublished Information in respect of the Company nor are the transactions being effected during any Close Period in relation to the Company to which I am subject.

I understand that the exercise of this option may give rise to an income tax and/or employees' national insurance liability which is required to be paid to the Inland Revenue under the deduction at source arrangements (PAYE).

I confirm my agreement that the above references to "associated costs" and the references to "costs" above shall include not only the interest and transaction costs referred to in the terms and conditions of the Facility (as amended from time to time) but also any income tax and employees' national insurance liabilities for which the Company (or any subsidiary of it) is liable to account for in connection with the exercise of my option and accordingly I hereby irrevocably authorise and instruct UBS Limited to act on the instructions of the Company with regard to the calculation of any such liabilities and I understand that additional shares will be sold as necessary to put the Company in funds to pay any such liabilities.

I can confirm that any issue or transfer of shares to my spouse specified overleaf is a gift which falls within category L in the Schedule to the Stamp Duty (Exempt Investment) Regulations 1987.

I hereby authorise UBS Limited or any person nominated by them to complete all relevant documentation and/or input all relevant computerised instructions necessary in order to effect this transfer. I hereby authorise the Company to pass to UBS Limited any information and to keep such records as UBS Limited may require for regulatory reasons in connection with this Facility which the Company may have in its possession.

<b>Signed</b>		Date <b>12 Nov 2009</b>
Full Name	<b>Andrew Foster</b>	
Residential Address	<div style="background-color: black; height: 20px; width: 100%;"></div>	
	Post Code <b>S68 8SN</b>	

UBS Investment Bank is a business group of UBS AG  
 UBS Limited is a subsidiary of UBS AG  
 UBS Limited is incorporated as a limited liability company in England & Wales. Registered Address: 1 Finsbury Avenue, London EC2M 2PP. Regulated in the UK by the Financial Services Authority  
 Company Number: 2035362  
 UBS Limited is a member of the London Stock Exchange

Effective 09 June 2003

# EXHIBIT L



## LIST OF IRREVOCABLE UNDERTAKINGS

## AUTONOMY CORPORATION PLC

IRREVOCABLE UNDERTAKING	NO. OF SHARES REGISTERED SHAREHOLDING	REGISTERED SHARES HELD	VALIDITY ACCEPTED	BALANCE OUTSTANDING	DATE ACCEPTED	COMMENTS
Michael Lynch	19,798,546 UBS Private Banking Nominees Limited (Mainpool ACCT)	19,188,046	19,188,046	0	Tuesday, August 23, 2011	
Shubovan Hussain	HSBC Client Holdings Nominees (UK) Limited 636179 ACCT	610,500	610,500	0	Wednesday, August 24, 2011	
	9,978 Shubovan Hussain	6,978	6,978	0	Friday, August 26, 2011	
Richard Gaunt	Shubovan Tareque Hussain	3,000	3,000	0	Monday, September 05, 2011	
Robert Webb	2,372,601 UBS Private Banking Nominees Limited (Mainpool ACCT)	2,372,601	2,372,601	0	Monday, August 22, 2011	
	8,941 Robert Shepford Webb	8,109	8,109	0	Tuesday, August 30, 2011	
	EBHSE Nominees Limited 120071 ACCT	832	832	0	Friday, August 26, 2011	
<b>TOTALS:</b>	<b>22,190,066</b>	<b>22,190,066</b>	<b>22,190,066</b>	<b>0</b>		

FOIA CONFIDENTIAL TREATMENT REQUESTED

HP-SEC-01662036

USAO 00002551

# EXHIBIT M



MDR:KJH:JEC:MHP:jmf  
DOJ No. 182-53177

U.S. Department of Justice

Criminal Division  
Office of International Affairs

Washington, D.C. 20530

January 29, 2016

VIA E-MAIL AND FEDEX

Jude DeSouza  
United Kingdom Central Authority  
Home Office  
3rd Floor, Seacole Building  
2 Marsham Street  
London, England SW1P 4DF

SUBJECT: Request for Assistance in the Investigation of Autonomy Corporation

Dear Mr. DeSouza:

Attached is a request for assistance pursuant to the 1994 Treaty of Mutual Legal Assistance in Criminal Matters between the United States of America and the United Kingdom, as amended by the 16 December 2004 Instrument and exchange of notes. Should you have any questions regarding the assistance requested, please contact me by telephone at 202-598-8012 or by e-mail at [Martyna.Pospieszalska@usdoj.gov](mailto:Martyna.Pospieszalska@usdoj.gov). In my absence, please contact Jason Fischer, International Affairs Specialist, by telephone at 202-305-1995 or by e-mail at [Jason.Fischer@usdoj.gov](mailto:Jason.Fischer@usdoj.gov). Thank you for your assistance in this matter.

Sincerely,

Mary D. Rodriguez  
Acting Director

By: *Martyna H. Pospieszalska* for  
Martyna H. Pospieszalska  
Trial Attorney

Enclosure

**U.S. Department of Justice****Criminal Division**

MDR:KJH:JEC:MHP:jf

DOJ No. 182-53177

*Office of International Affairs**Washington, D.C. 20530*

January 29, 2015

TO: The Central Authority of the United Kingdom

SUBJECT: Request for Assistance in the Investigation of Autonomy Corporation

The Central Authority of the United States of America requests the assistance of the Central Authority of the United Kingdom under the 1994 Treaty of Mutual Legal Assistance in Criminal Matters between the United States of America and the United Kingdom, as amended by 16 December 2004 Instrument and exchange of notes ("the Treaty"). The United States Attorney for the Northern District of California ("the prosecutor") and the Federal Bureau of Investigation (collectively, "the U.S. authorities") have been investigating violations of U.S. criminal law involving a scheme to defraud Hewlett-Packard Company ("HP") based on Autonomy Corporation plc's ("Autonomy") materially misstated financial statements. U.S. authorities are investigating whether Autonomy misstated its financial performance in annual and quarterly reports as a part of a scheme to defraud HP and others.

Autonomy was a publicly traded company in the United Kingdom until its sale in October 2011 to HP. The investigation to date reflects that individuals at Autonomy including Michael Richard Lynch ("Lynch"), Sushovan Tareque Hussain ("Hussain"), Stephen Keith Chamberlain ("Chamberlain"), Andrew Mark Kanter ("Kanter"), and other senior officers of Autonomy caused financial statements with material misstatements to be released. Accordingly, the U.S. authorities seek assistance in obtaining bank and brokerage records of several accounts in the UK to demonstrate these accounts received money from the scheme to defraud. The U.S.

authorities also seek records from the receiving agent that was involved with HP's acquisition of Autonomy, who is believed to possess evidence that the alleged conspirators tendered their Autonomy shares and received payment for them. Finally, the U.S. authorities seek phone records for one of the alleged conspirators.

### **CONFIDENTIALITY**

The details of this criminal investigation are considered sensitive. Accordingly, please keep this request confidential in all respects, and do not share its contents, its subject matter, or the fact that the request has been made with any private persons (including the subjects of the investigation), or any government officials whose knowledge is not absolutely necessary for purposes of executing this request. In addition, please advise all who must be made aware of this request for assistance that the request, its contents, and its subject matter are to be kept confidential and should not be shared. If the request cannot be executed without public disclosure, the United States asks that the authorities of the United Kingdom notify the Central Authority of the United States before any action is taken towards execution.

### **THE FACTS**

Autonomy was a company incorporated in England and Wales with a registered office in Cambridge, United Kingdom. Its principal activities were software development and distribution. Autonomy maintained dual headquarters in San Francisco, California, and Cambridge, United Kingdom. Autonomy was a publicly traded company whose shares were listed on the London Stock Exchange and were bought, held, and sold by individuals and entities throughout the United States, including the Northern District of California.

Lynch co-founded Autonomy and served as its Chief Executive Officer (CEO) from 1996 until May 2012. Hussain was the Chief Financial Officer (CFO) of Autonomy from June 2001 until May 2012. Chamberlain was the Vice President of Finance from 2005 until March 2012. Kanter was Autonomy's Chief Operating Officer (COO) and General Counsel from 2001 to May 2012.

From 2009 through July 2011, Autonomy published annual and quarterly reports including its financial results. Autonomy stated in its annual and quarterly reports that its financial statements were prepared in accordance with International Financial Reporting Standards ("IFRS"). Autonomy also stated or suggested that it followed Generally Accepted Accounting Principles ("GAAP") in the United States for software revenue recognition. For example, Autonomy stated on its website:

for revenue recognition we voluntarily adhere to the principles set out in US GAAP SOP 97-2, which is far more detailed, prescriptive and conservative than IFRS, and that has made it the 'gold standard' for other software companies like Oracle and Microsoft.

Lynch, Hussain, Chamberlain, and Kanter each reviewed Autonomy's quarterly reports. Lynch and Hussain also signed statements of responsibility with respect to Autonomy's 2009 and 2010 annual reports, as well as its reports for the quarters ended June 2009, June 2010, and June 2011. Lynch and Hussain, along with Kanter, also participated in calls with analysts who followed Autonomy's stock.

During the period from at least the first quarter of 2009 through October 2011, Lynch and others engaged in a scheme designed to falsely inflate the revenue that Autonomy had earned, and would report those false revenues in its annual and quarterly reports. As a result, Lynch and others were able to create the false appearance that the company was growing quickly, and

thereby inflate the price of Autonomy's stock. For example, in certain instances where Autonomy was unable to close a sale of software with a client by the end of a quarter, Autonomy claimed to have "sold" the software to a "value added reseller" (VAR) instead.<sup>1</sup> However, Autonomy had not satisfied certain IFRS requirements concerning its sale to the VAR, including that Autonomy had not transferred to the buyer the significant risks and rewards of ownership of the goods; it retained effective control over the goods sold; and it was not probable that the economic benefits associated with the transaction would flow to Autonomy. In fact, the VARs lacked the ability or intent to pay and had no independent use for the software.

In addition to improperly recognizing revenue on certain "VAR" transactions in violation of the IFRS requirements, Autonomy also engaged in certain reciprocal transactions whereby it sold software to a customer at one price and purchased products or services from the same customer at a greater price – thus resulting in a "roundtrip" of cash that made Autonomy's revenue (and growth) greater than they really were. Finally, Autonomy also failed to disclose that it engaged in substantial sales of third-party computer hardware, without modification and unaccompanied by any Autonomy software. Omitting this information made Autonomy look like a quickly growing software company rather than a more slowly growing hardware company. After HP acquired Autonomy, HP discovered that Autonomy owed a substantial amount to an HP competitor for computer hardware and ultimately learned of the full scope of Autonomy's hardware sales.

#### Hussain's Telephone Numbers

E-mails and documents provided by HJP and other records obtained by U.S. authorities, demonstrate that Hussain used two cellular phone numbers to communicate with Autonomy

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<sup>1</sup> A VAR is a company that adds features or services to an existing product and then resells it.

employees and others in the U.S. relating to VAR and other transactions throughout the scheme: +[REDACTED] 7012, operated by Vodafone, and +[REDACTED] 9540, operated by Telefonica UK Limited. For example, U.S. phone records reflect that +[REDACTED] 9540 was used to call the CFO of one of the VARs on or about January 1, 2010. The CFO of the VAR has indicated to U.S. authorities that Hussain called him that day to request that the VAR agree to a software sale, on which Autonomy ultimately improperly recognized revenue in their reports for the year 2009. U.S. phone records also reflect that [REDACTED] 7012 was used on or about April 4, 2011, to call an Autonomy employee located in the U.S. who was responsible for facilitating VAR transactions. In addition, [REDACTED] 7012 was provided as the contact number for Hussain on a contact list for those working on HP's acquisition of Autonomy.

#### Barclays PLC & UBS AG Accounts Utilized by Autonomy Officers

During the scheme to inflate Autonomy's value and shares, Autonomy made payments, including payment for their salaries, to Lynch into Barclays PLC ("Barclays Bank") account number [REDACTED] 4105; to Hussain into HSBC account number [REDACTED] 627; and to Chamberlain into Barclays Bank account number [REDACTED] 103.<sup>2</sup> Hussain, Chamberlain, and Kanter also exercised stock options through accounts held by UBS AG ("UBS") in London, but the account numbers remain unknown. U.S. authorities learned of these bank accounts and stock option exercises from information in the possession of HP, including a spreadsheet of stock option exercises by Hussain, Chamberlain, and Kanter.

<sup>2</sup> U.S. authorities do not know the address for these accounts. Barclays Bank appears to be a subsidiary of Barclays PLC, which is located at 1 Churchill Place, London E14 5HP, United Kingdom, telephone number [REDACTED]



#### HP's Acquisition of Autonomy

In or around December 2010 or January 2011, Lynch authorized an investment banker based in California to approach HP and others about the possibility of acquiring Autonomy. On or about August 18, 2011, HP and Hewlett-Packard Vision B.V. ("HP Vision"), an indirect wholly-owned subsidiary of HP, entered into an Offer Agreement with Autonomy and publicly announced an offer to acquire the outstanding shares of Autonomy for £25.50 (\$42.11) per share in cash. The offer directed that acceptances be delivered to Capita Registrars Limited ("Capita"), located at the Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU (Telephone [REDACTED]), which acted as a receiving agent for the offer and handled payment of acquisition funds to Autonomy shareholders.

To facilitate the sale, Capita opened bank accounts at the Royal Bank of Scotland to receive payments from HP. Specifically, account number 22369035 (Sort Code 15-10-00) was opened under the name "Capita Registrars Limited CREST Clearing Account," and account number [REDACTED] (Sort Code 15-10-00) was opened under the name "Capita Registrars Limited Re: Hewlett-Packard Vision B.V. / Autonomy Corporation plc – Takeover Case Consideration A/C." Lynch, Hussain, Chamberlain, and Kanter were among those who accepted the offer. Each tendered their shares as part of the acquisition and received millions of dollars as a result. Angela Maria Bacares ("Bacares"), Lynch's wife and at times an Autonomy employee, also tendered shares in her name and profited as a result of the acquisition.

#### Accounts Suspected of Receiving Proceeds of the Sale of Autonomy to HP

Prior to October 2011, according to e-mails and account statements between Lynch and a UBS money manager provided to U.S. authorities by HP, Lynch and Bacares maintained a wealth management and/or securities brokerage account or accounts holding Autonomy shares at

UBS in London. The account number(s) is unknown. As of March 2013, U.S. authorities have determined that Lynch continues to be associated with accounts at UBS in London, but those account number(s) remain unknown.

The U.S. authorities also have learned through investigation that, in 2008, Lynch and Bacares each established accounts with Merrill Lynch Portfolio Managers Limited in the UK. In or around July 2013, Merrill Lynch Portfolio Managers Limited was acquired by Julius Baer Group and custody of the assets in the accounts were transferred to Guernsey. Assets in the Merrill Lynch and Julius Baer accounts contain part of the proceeds that Lynch received from the sale of Autonomy. Lynch holds relationship number 4508.1443 and Bacares holds relationship number 4508.1772. Although the assets in the account were transferred to Guernsey, U.S. authorities believe Julius Baer Group affiliates in the UK – Julius Baer International Limited and Julius Baer Portfolio Managers Limited – may still hold relevant records because that is where Lynch resides.

Finally, during the course of their investigation, the U.S. authorities have learned that Lynch maintained bank, brokerage, or investment accounts at J.P. Morgan International Bank Limited in the UK, including account numbers [REDACTED], [REDACTED], [REDACTED], [REDACTED] that, as of March 2013, Lynch held an account at Credit Suisse in London (account number unknown); and that Bacares held private bank account number [REDACTED] (Sort Code [REDACTED]) at HSBC in the UK, which may have received proceeds from the Julius Baer accounts. As of January 2014, Hussain also held an account at HSBC Bank PLC in the UK, but the account number remains unknown. In order to further the investigation into the scheme, as well as identify assets that may be subject to forfeiture under U.S. law, U.S. authorities seek the assistance of the

appropriate UK authorities to identify the bank accounts currently unknown to U.S. authorities, and to obtain bank records for the accounts outlined in this request.

### THE OFFENSES

#### **18 U.S.C. § 371. Conspiracy to commit offense or to defraud United States.**

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be . . . imprisoned not more than five years . . . .

#### **18 U.S.C. § 1343. Fraud by wire, radio or television.**

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be . . . imprisoned not more than 20 years . . . . If the violation occurs in relation to . . . or affects a financial institution, such person shall be . . . . imprisoned not more than 30 years . . . .

#### **18 U.S.C. § 1348. Securities and commodities fraud.**

Whoever knowingly executes, or attempts to execute, a scheme or artifice—

(1) to defraud any person in connection with any commodity for future delivery, or any option on a commodity for future delivery, or any security of an issuer with a class of securities registered under section 12 of the Securities Exchange Act of 1934 (15 U.S.C. 78f) or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(d)); or

(2) to obtain, by means of false or fraudulent pretenses, representations, or promises, any money or property in connection with the purchase or sale of any of any commodity for future delivery, or any option on a commodity for future delivery, or any security of an issuer with a class of securities registered under Section 12 of the Security Exchange Act of 1934 (15 U.S.C.) or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(d). such] security . . . shall be . . . imprisoned not more than 25 years . . . .

#### **18 U.S.C. § 1349. Attempt and conspiracy.**

Any person who attempts or conspires to commit any offense under this chapter shall be subject to the same penalties as those prescribed for the offense, the commission of which was the object of the attempt or conspiracy.

### PERSONS AND ENTITIES INVOLVED

#### **TARGETS/SUBJECTS**

##### **1. MICHAEL RICHARD LYNCH**

Alias:

Dr. Michael Lynch  
Mike Lynch

Date of Birth: [REDACTED]  
 Place of Birth: United Kingdom  
 Citizenship: United Kingdom  
 Passport Number: UK passport ([REDACTED])  
 Address: [REDACTED]

2. **SUSHOVAN TAREQUE HUSSAIN**

Date of Birth: [REDACTED]  
 Place of Birth: Bangladesh  
 Citizenship: United Kingdom  
 Passport Number: UK passport ([REDACTED])  
 Address: [REDACTED]

3. **STEPHEN KEITH CHAMBERLAIN**

Alias: Steve Chamberlain  
 Date of Birth: [REDACTED]  
 Citizenship: United Kingdom  
 Race: Caucasian  
 Passport Number: UK passport ([REDACTED])  
 Address: [REDACTED]

4. **ANDREW MARK KANTER**

Alias: Andy Kanter  
 Date of Birth: [REDACTED]  
 Place of Birth: United States  
 Citizenship: United States  
 Address: [REDACTED]

5. **ANGELA MARIA BACARES**

Alias: Angela Lynch  
 Date of Birth: [REDACTED]  
 Place of Birth: United States  
 Citizenship: United Kingdom  
 Passport Number: UK passport ([REDACTED])  
 Address: [REDACTED]

**ASSISTANCE REQUESTED**

**I. Bank and Brokerage Records**

For the period from January 1, 2009, to the present, please provide complete certified records from BARCLAYS PLC (including, without limitation, BARCLAYS BANK PLC and

any subsidiary and/or affiliate), located at 1 Churchill Place, London E14 5HP, United Kingdom, relating to:

1. Account [REDACTED] held by Michael Richard Lynch;
2. Account [REDACTED] held by Stephen Keith Chamberlain; and
3. any and all any accounts traceable to these accounts held by or for the benefit of:
  - a. Michael Richard Lynch; and/or
  - b. Stephen Keith Chamberlain.

For the period from January 1, 2009, to the present, please provide complete certified records from CREDIT SUISSE AG (including, without limitation, Credit Suisse Securities (Europe) Ltd, Credit Suisse (UK) Limited, Credit Suisse International, and any subsidiary or affiliate), located at One Cabot Square, London E14 4QJ, United Kingdom, relating to any accounts held by or for the benefit of Michael Richard Lynch.

For the period from January 1, 2009, to the present, please provide complete certified records from HSBC BANK PLC (and any subsidiary or affiliate), located at 8 Canada Square, London E14 5HQ, relating to:

1. Account number [REDACTED] held by Angela Bacares;
2. Account number [REDACTED] held by Sushovan Tareque Hussain; and
3. any and all any accounts traceable to these accounts held by or for the benefit of:
  - a. Angela Bacares; and/or
  - b. Sushovan Tareque Hussain.

For the period from January 1, 2009, to the present, please provide complete certified records from J.P. MORGAN INTERNATIONAL BANK LIMITED (including, without limitation, J.P. Morgan Securities plc, J.P. Morgan Limited, and any subsidiary or affiliate), located at 1 Knightsbridge, London SW1X 7LX, United Kingdom, relating to the following accounts held by or for the benefit of Michael Richard Lynch:

1. Account number [REDACTED];

2. Account number [REDACTED];
3. Account number [REDACTED];
4. Account number [REDACTED]; and
5. any and all any accounts traceable to these accounts held by or for the benefit of Michael Richard Lynch.

For the period from January 1, 2013, to the present, please provide complete certified records from JULIUS BAER INTERNATIONAL LIMITED and JULIUS BAER PORTFOLIO MANAGERS LIMITED (including, without limitation, any subsidiary or affiliate) relating to:

1. account or relationship numbers [REDACTED] held by Michael Richard Lynch, and/or [REDACTED], held by Angela Maria Bacares; and
2. any and all any accounts traceable to these accounts held by or for the benefit of Michael Richard Lynch and/or Angela Maria Bacares.<sup>3</sup>

For the period from January 1, 2009, to the present, please provide complete certified records from MERRILL LYNCH INTERNATIONAL (including, without limitation, Merrill Lynch International Bank Limited, Merrill Lynch Portfolio Managers Limited, and any subsidiary or affiliate), located at 2 King Edward Street, London EC1Q 1 HQ, United Kingdom, relating to any accounts held by or for the benefit of Michael Richard Lynch and/or Angela Maria Bacares.

For the period from January 1, 2011, to May 2012, please provide complete certified records from ROYAL BANK OF SCOTLAND PLC (including, without limitation, any subsidiary or affiliate), located at City Office, 62/63, Threadneedle Street, London EC2R 8LA, relating to:

1. Account number [REDACTED] held in the name of "Capita Registrars Limited CREST Clearing Account" (Sort Code 15-10-00); and
2. Account number [REDACTED] held in the name of "Capita Registrars Limited Re: Hewlett-Packard Vision B.V. / Autonomy Corporation plc – Takeover Case Consideration A/C" (Sort Code 15-10-00).

<sup>3</sup> Please note U.S. authorities have also requested these documents from the Bailiwick of Guernsey. However, UK authorities seek any records that may remain in the United Kingdom.



For the period from January 1, 2009, to the present, please provide complete certified records from UBS AG (including UBS Group, UBS AG, Investment Bank, UBS Wealth Management, UBS Securities Limited, and any parent, subsidiary, or affiliate), located at 1 Finsbury Avenue, London EC2M 2PP, United Kingdom, relating to:

1. trading in Autonomy securities (including options) by Michael Richard Lynch, Sushovan Tareque Hussain, Andrew Mark Kanter, and/or Stephen Keith Chamberlain;
2. any and all any accounts traceable to these accounts held by or for the benefit of
  - a. Michael Richard Lynch;
  - b. Sushovan Tareque Hussain;
  - c. Stephen Keith Chamberlain;
  - d. Andrew Mark Kanter; and/or
  - e. Angela Maria Bacares;
3. Communications with Michael Richard Lynch, Sushovan Tareque Hussain, Andrew Mark Kanter, and/or Stephen Keith Chamberlain.

Records from the above-listed banks should include, but not be limited to:

- original signature cards;
- documentation of account opening;
- account ledger cards;
- periodic account statements;
- records (copied front and back) of all items deposited, withdrawn, or transferred;
- wire transfers;
- correspondence to, from, or on behalf of the account holder;
- shares and/or securities purchased and/or sold;
- copies of electronic recordings of any conversations;
- instructions relating to the receipt or transfer of any funds into or out of the account;
- powers of attorney and other banking authorizations; and
- memoranda related to the account.

Additionally, the period from January 1, 2009, to the present, please provide all identifying information of any accounts held at BARCLAYS PLC, CREDIT SUISSE AG, HSBC BANK PLC, J.P. MORGAN INTERNATIONAL BANK LIMITED, JULIUS BAER INTERNATIONAL LIMITED, JULIUS BAEAR PORTFOLIO MANAGERS LIMITED,

MERRILL LYNCH INTERNATIONAL, ROYAL BANK OF SCOTLAND PLC, and UBS AG or elsewhere held in the name of or for the benefit of Michael Richard Lynch, Sushovan Tareque Hussain, Andrew Mark Kanter, Stephen Keith Chamberlain; and/or Angela Maria Bacares. The identifying information should include the bank name, bank address, account number, account holder(s), account signatories, account balance, and account opening documents.

## II. Business Records

For the period January 1, 2011, to May 2012, please provide complete certified records from CAPITA REGISTRARS LIMITED (including, without limitation, Capita PLC and any subsidiary and/or affiliate) relating to:

1. services performed by CAPITA REGISTRARS LIMITED in connection with the HP's acquisition of Autonomy;
2. payments to Autonomy shareholders in connection with the HP acquisition;
3. Michael Richard Lynch, Sushovan Tareque Hussain, Stephen Keith Chamberlain, and/or Andrew Mark Kanter, including, without limitation, communications with any of them; payments to any of them; and documents relating to their acceptance of the offer;
4. acceptances of HP and HP Vision's offer by UBS AG, CREDIT SUISSE AG, MERRILL LYNCH INTERNATIONAL, J.P. INTERNATIONAL BANK LIMITED, and/or any subsidiary or affiliate.

For the period from January 1, 2011, to May 2012, please provide complete certified records from ROYAL BANK OF SCOTLAND PLC (including, without limitation, any subsidiary or affiliate) relating to:

1. the bank's services in connection with the HP's acquisition of Autonomy;
2. Capita Registrars Limited's services in connection with HP's acquisition of Autonomy.

Records from CAPITA REGISTRARS LIMITED and ROYAL BANK OF SCOTLAND PLC should include, but not be limited to:

- agreements and communications with HP, HP Vision, Autonomy, or Autonomy shareholders;



- correspondence with Michael Richard Lynch, Sushovan Tareque Hussain; Stephen Keith Chamberlain, and/or Andrew Mark Kanter;
- Spreadsheets showing payments to shareholders;
- Bank documents & statements; and
- Wire transfers.

For the period from January 1, 2009, to May 31, 2012, please provide complete certified records from VODAPHONE relating to phone numbers [REDACTED] 7012, and records from TELEFONICA UK LIMITED relating to phone numbers [REDACTED] 9540.

Records from VODAPHONE and TELEFONICA UK LIMITED should include, but not be limited to account statements showing calls made and received, and subscriber information.

### **PROCEDURES TO BE FOLLOWED**

#### **I. Business/Bank Records**

Under United States law, foreign business records are usually admitted into evidence in a proceeding in the United States after the party offering them proves, through the testimony at trial of a qualified witness, that:

1. the records produced are true and accurate copies of original records in the custody of the business;
2. the business made or kept the originals in the ordinary course of business and as a regular business practice; and
3. the originals were made, at or near the time of the occurrence of the transactions they record, by a person who either had knowledge of those transactions or received the information from a person with such knowledge.

The testimony of a qualified witness may be unnecessary at trial in the United States where that witness makes or provides a written declaration in a foreign jurisdiction (*i.e.*, the United Kingdom) that (1) contains essentially the same information noted in items 1-3 above and (2) subjects the witness to criminal penalties under the laws of the foreign jurisdiction if the declaration is false. Article 8(5) of the Treaty provides for such a declaration.

In accordance with Article 8 of the Treaty, please have the appropriate authorities in the United Kingdom do the following:

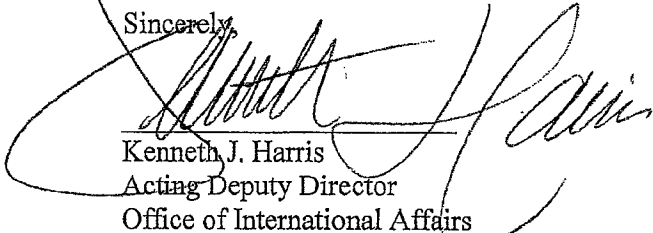
1. require each bank/business official producing records to complete, and sign the attached Certificate of Authenticity of Business Records;
2. attach the completed certificate to the corresponding records produced by the bank/business official and transmit the records with certificate, through or as directed by the Central Authority for the United Kingdom, to the Office of International Affairs, U.S. Department of Justice.

In accordance with Article 10(2) of the Treaty, please invite each bank/business official producing records to appear, if it should become necessary, at a date to be determined, in San Francisco, California, at the expense of the United States government, to testify at trial.

We thank you for your assistance with this matter and ask that you keep us apprised of all developments.

29 January 2016  
Date

Sincerely,

  
Kenneth J. Harris  
Acting Deputy Director  
Office of International Affairs  
Criminal Division  
U.S. Department of Justice

CERTIFICATE OF AUTHENTICITY OF BUSINESS RECORDS

I, \_\_\_\_\_ (Name), attest on penalty of criminal punishment for false statement or false attestation that I am employed by \_\_\_\_\_  
(Name of Business from which documents are produced) and that my official title is \_\_\_\_\_  
(Official Title). I further state that each of the records attached hereto is the original or a duplicate of the original of records in the custody of \_\_\_\_\_  
(Name of Business from which documents are produced). I further state that:

- A) such records were made at or near the time of the occurrence of the matters set forth, by (or from information transmitted by) a person with knowledge of those matters;
- B) such records were kept in the course of a regularly conducted business activity;
- C) the business activity made the records as a regular practice; and
- D) if any of such records is not the original, such record is a duplicate of the original.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Sworn to or affirmed before me, \_\_\_\_\_ (Name), a \_\_\_\_\_ (notary public, judicial officer, etc.), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FILED**

JAN 29 2016

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA1 BRIAN J. STRETCH (CABN 163973)  
Acting United States Attorney2 DAVID R. CALLAWAY (CABN 121782)  
3 Chief, Criminal Division4 ROBERT S. LEACH (CABN 196191)  
ADAM A. REEVES (NYBN 2363877)  
5 Assistant United States Attorneys6 450 Golden Gate Avenue, Box 36055  
San Francisco, California 94102-3495  
7 Telephone: (415) 436-7534  
Fax: (415) 436-7234  
8 [Robert.Leach@usdoj.gov](mailto:Robert.Leach@usdoj.gov)  
[Adam.Reeves@usdoj.gov](mailto:Adam.Reeves@usdoj.gov)

9 Attorneys for United States of America

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION  
1415 IN RE GRAND JURY INVESTIGATION  
NO. 2012R02242,

) Case No. CR 14-90491 MISC EMC

) ~~[PROPOSED]~~ ORDER SUSPENDING  
THE RUNNING OF THE STATUTE OF  
LIMITATIONS UNDER 18 U.S.C.  
§ 3292) UNDER SEAL  
18  
19 )  
20 )21 Upon application of the United States, indicating that evidence of offenses, namely 15 U.S.C.  
22 §§ 78j(b) & 78ff (securities fraud), 18 U.S.C. § 371 (conspiracy), 18 U.S.C. § 1341 (mail fraud), 18  
23 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1348 (securities fraud), and 18 U.S.C. § 1349 (attempt and  
24 conspiracy), is in the Vatican City State and in Italy, the Court finds, by a preponderance of the  
25 evidence, that an official request has been made to the Vatican City State for evidence of the foregoing  
26 offenses and it reasonably appears that such evidence is in the Vatican City State. The Court further  
27 finds, by a preponderance of the evidence, that an official request has been made to Italy for evidence of  
28 the foregoing offenses and it reasonably appears that such evidence is in Italy.[PROPOSED] ORDER SUSPENDING STATUTE OF LIMITATIONS  
CASE No. CR-14-90491MISC EMC

1 WHEREFORE, it is ordered that the United States' *Ex Parte* Application for an Order  
 2 Suspending the Statute of Limitations Pursuant to 18 U.S.C. § 3292 is GRANTED.

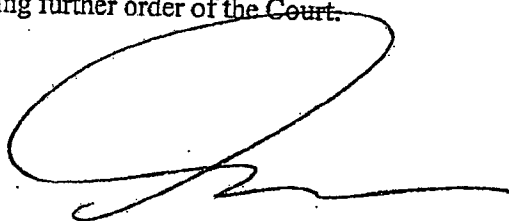
3 It is further ordered that the running of the statute of limitations for the foregoing offenses is  
 4 SUSPENDED beginning on August 10, 2015, the date on which the official request to the Vatican City  
 5 State was made, and ending on the date on which the Vatican City State takes final action on the request.

6 It is further ordered that the running of the statute of limitations for the foregoing offenses is  
 7 SUSPENDED beginning on December 23, 2015, the date on which the official request to Italy was  
 8 made, and ending on the date on which Italy takes final action on the request.

9 It is further ordered that the Clerk of the Court shall seal this Order, as well as the United States'  
 10 *Ex Parte* Application, for an Order Suspending the Statute of Limitations and the Declaration of AUSA  
 11 Robert S. Leach in support thereof, pending further order of the Court.

12 IT IS SO ORDERED.

13 Dated: 1/29, 2016



14  
 15  
 16 THE HONORABLE JAMES DONATO  
 United States District Judge *SDW MPD e MDA*

17  
 18 cc: *Robert S. Leach*